THE PLANNING COMMITTEE OF THE COMMON COUNCIL

125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

VII. C

TO: MEMBERS, NORWALK COMMON COUNCIL

FROM: TIMOTHY SHEEHAN, EXECUTIVE DIRECTOR

DATE: APRIL 20, 2017

RE: NORWALK LAND DEVELOPMENT, LLC'S REQUEST FOR MODIFICATIONS TO THE REED PUTNAM URBAN RENEWAL PLAN AND AMENDMENT #4 OF THE LAND DISPOSITION AGREEMENT

Norwalk Land Development, LLC (GGP) is seeking Common Council consideration of certain modifications to the Reed Putnam Urban Renewal Plan and Amendment #4 to the Land Disposition and Development Agreement dated February 10, 2016 as recorded on the City's Land Records in Volume 8302 at page 61, related to the development of the SoNo Collection project. The requested modifications to these documents sought by GGP are highlighted in the respective documents, attached hereto. The remaining attached documents provide the basis upon which GGP is bringing this request forward for the Common Council's consideration.

GGP's development team will be present at the Common Council Meeting to review in detail their requested modifications to the governing project documents and the reasons why they are seeking each specific modification.

The action being requested is for authorization from the Common Council for staff to proceed with implementing the requested changes and commencing the requisite statutory process by which to make the requested modifications. If so approved, the resulting documents will be submitted to the Redevelopment Agency and Common Council for their respective approvals at a future date. The requested action currently being sought does **NOT** obligate the Common Council to approve the resulting documents. The action only authorizes staff to undertake the actions required to formulate the documents to reflect the requested modifications and to advance any related statutory requirements.

ACTION

Approve City and Redevelopment Agency staff to modify the Reed Putnam Urban Renewal Plan and Amendment #4 of the Land Disposition Agreement as requested by Norwalk Land Development LLC (GGP) and to undertake all actions required to prepare the respective documents for Common Council final approval

CARMODY
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April 13, 2017

VIA FAX (COVER LETTER), E-MAIL AND CERTIFIED MAIL

Mayor Harry Rilling
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Timothy T. Sheehan
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Norwalk Redevelopment Agency
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RE: Norwalk Land Development, LLC
Reed Putnam Urban Renewal Project - Parcels 1, 2, and 4
Proposed Amendment to Land Disposition & Development Agreement and Urban Renewal Plan

Dear Mayor Rilling and Mr. Sheehan:

Pursuant to Sections 23.14 of the Land Disposition & Development Agreement dated December 15, 2000, as amended, between the City of Norwalk ("City"), the Norwalk Redevelopment Agency ("Agency"), and Norwalk Land Development, LLC ("Redeveloper") ("LDA"),[1] and further to our recent discussions, the Redeveloper hereby requests that the LDA be amended in accordance with the enclosed document entitled "Amendment #5 to Land Disposition & Development Agreement." Further, the Redeveloper hereby requests that the Urban Renewal Plan for the Reed Putnam Area Norwalk, Connecticut, dated to October 2015 ("URP") also be amended in accordance with the enclosed document entitled "Amendment to

[1] Note the LDA has never been amended to update notice information for the City and Agency's outside counsel; in view of the actual changes thereto, this submission is being provided to the appropriate law offices that currently represent the City and Agency, as indicated below.

Urban Renewal Plan for the Reed Putnam Area." Please allow this letter to serve as the Redeveloper's approval of the modifications, as proposed, to the URP as required under Section 5.4.2 of same.

In connection with both of the above requests, enclosed please find the following for consideration by the Agency and the Common Council:

1.) Narrative Proposal for Amending the LDA and URP with accompanying reports regarding economic impacts of The SoNo Collection project, and infeasibility of residential and office uses, and separate reports generated by the Agency establishing the infeasibility of hotel uses.

2.) Proposed Amendment #5 to Land Disposition & Development Agreement, including revised exhibits/attachments as follows:
   - Revised Exhibit I to LDA – CMSP;
   - Revised Attachment 4 to Amendment #4 – Connectivity Plan;
   - Revised Attachment 7 to Amendment #4 – Chart of Land Uses and Volumes.

3.) Amendment to Urban Renewal Plan for the Reed Putnam Area (narrative) and proposed amended URP, including revised appendices and figures as follows:
   - Revised Appendix B – Preferred Development Program;
   - Revised Appendix C – Preferred Development Volumes for Parcels 1, 2 and 4;
   - New Appendix E – Proposed Zoning Changes;
   - New Figure 3A.

Per Mr. Sheehan's request, twenty-two (22) copies of this submission are being provided to the Agency for distribution.

I look forward to answering any questions you may have regarding the enclosed submission and working with the City and Agency to accomplish the proposed revisions in a swift manner.

Sincerely,

William J. Hennessey, Jr.

Enclosures

cc: ***via fax if fax # indicated, e-mail, and certified mail:***

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Norwalk Land Development, LLC Proposal for Changes to LDA/URP
April 13, 2017

I. Background

The SoNo Collection is a fully approved project proposed for property known as Parcels 1, 2, and 4 of the Reed-Putnam Urban Renewal District. The property consists of a total of 12.1 acres and is located on the east side of West Avenue both immediately north and south of North Water Street. As approved, the project consists of an 8-story ±1,070,346 square foot mixed use retail shopping center ("Mall") with approximately 661,552 square feet of retail, 44,367 square feet of restaurant/café space and public improvements. Included with the retail are two anchor stores, each approximately 150,000 square feet in size, and they are connected by a multi-level indoor mall, which contains the "inline" stores. The project also includes a 13-story, 152 room hotel to be built above the southerly anchor store. The project is served by structured parking capable of accommodating 3,024 automobiles. There are richly designed, publicly accessible spaces located both inside and outside the proposed building. Collectively referred to as "Public Realm," several of these areas are designed to be programmable.

On the local level, development of The SoNo Collection is regulated by the Land Disposition & Development Agreement ("LDA"), the Urban Renewal Plan for the Reed-Putnam Area Norwalk, Connecticut ("URP"), and the City of Norwalk Zoning Regulations ("Zoning Regulations"). The LDA can be thought of as a contract between the Norwalk Redevelopment Agency ("Agency"), the City of Norwalk ("City"), and the Redeveloper, Norwalk Land Development, LLC, an entity affiliated with General Growth Properties Inc. ("GGP").

The land upon which The SoNo Collection is proposed to be built has been considered for development for many years by the City and was initially planned as a predominately traditional office development. When market factors prevented that sort of development from being constructed attention turned to a mixed-use project. Ultimately, after several iterations of plans, a mixture of office, residential and retail was approved in connection with a project known as "95/7." Each time the building program changed, amendments were required to the LDA, the URP, and the Zoning Regulations. Ultimately, the "95/7" project too fell victim to market forces. In November 2013, GGP purchased the property and initiated conversations with the City and the Agency to allow for a retail-dominated project.

GGP's efforts began with conversations with both the City, the Agency, the State and many local stakeholders aimed at amending the LDA, the URP, and zoning, to allow for a retail-dominated project. Ultimately, in October 2015, the Common Council of the City of Norwalk ("Common Council") and the Agency approved amendments to the LDA and URP. These amendments were memorialized in Amendment #4 to Land Disposition & Development Agreement dated February 10, 2016 ("LDA Amendment #4"). The URP was further amended in minimum respects in May 2016 and zoning amendments, site plans and special permits were approved in June 2016. Amendments to signage were approved by both the Agency and the Zoning Board in November 2016, minor modifications to zoning approvals and zoning permits were approved in November/December 2016. The Office of State Traffic Administration approved issuance of a Certificate in September 2016.

For a variety of reasons, including GGP's commitments to anchors Nordstrom and Bloomingdale's, both of which GGP has entered into lease agreements with, GGP seeks to open The SoNo Collection in October 2019.

Under the current LDA, as amended, if the hotel use becomes "Infeasible," GGP is entitled to request that that use be changed to substitute another permitted use for the project, such as not less than 85,000 square feet or more than 625,000 square feet of Class A office space[1]. GGP also has the right under the LDA to request that a hotel use be converted to not less than 60 or more than 350 residential units.[2]

Nowhere in the LDA is it specifically contemplated what would happen if hotel, office, and residential uses are all infeasible. Yet, that is the case. None of those three uses is economically or operationally feasible in connection with The SoNo Collection project. Each share the same basic reason for infeasibility as described below:

Hotel

- Soft market supply, as indicated in reports commissioned by the Agency by Pinnacle Advisory Group and NV5, attached hereto as Schedules A and B.
- Projected marginal operation, as indicated in reports commissioned by the Agency by Pinnacle Advisory Group and NV5, attached hereto as Schedules A and B;
- Initiation of construction of a Marriott Residence Inn by a different developer within a half-mile of the project site in South Norwalk ("SoNo").

Office

- Weak office market, as indicated in the HR&A Advisors, Inc. reports, attached hereto as Schedules C and D;
- Lack of developers in the marketplace building speculative office;
- Lack of users willing to commit to taking office space four years from now (i.e., the earliest The SoNo Collection office could be delivered);
- Prospective status of any potential pockets of office space in the project as "subpar" and perhaps even "marginal" given the fact that the office would be part of a retail mall and would not have its own identity, lobby, signage, etc.

Residential

- The substantial amount of residential product that has been recently completed, is under construction or is in the planning phases in Norwalk, all of which can be constructed far more economically than a steel and concrete high-rise structure above a Bloomindale's department store, as indicated in the HR&A Advisors, Inc. reports, attached hereto as Schedules C and D.

[1] *See* LDA Amendment #4 at Section 20 and Attachment Seven.
[2] *See id.*

- The significant cost disadvantage associated with any residential that would be constructed as part of the project, as indicated in the HR&A Advisors, Inc. reports, attached hereto as Schedules C and D.

II. Proposal

In view of the above, GGP proposes to build the Retail and Public Realm portions of The SoNo Collection, as currently proposed and approved, but to not include a hotel, office, or residential use. In its place, GGP has agreed to contribute $3.5 million to the City with the intention that the funds be used to benefit the community. The City is exploring how the $3.5 million contribution may be properly received and structured to provide the greatest benefit to Norwalk residents. The $3.5 million is in addition to the $550,000 circulator payment which was received by the City last week and the $1,022,500 payment for City easements necessary to receive a building permit.

III. Steps

To accomplish the above proposal and bring the project to fruition, GGP submits that the following steps must take place:

1. Amend the LDA (including the Concept Site Master Plan), consistent with the proposed changes to the project;
2. Amend the URP consistent with the proposed changes to the project;
3. Amend City Zoning Regulations and approvals as necessary to accomplish the proposed changes to the project.

IV. Summary

GGP wishes to complete the Retail and Public Realm components of The SoNo Collection to allow for occupancy in October 2019.

GGP proposes to omit hotel, office, and residential use and in lieu thereof, pay $3.5 million to the City for such uses in the neighborhood surrounding The SoNo Collection.

In order for the above to occur, GGP requires all necessary revisions and approvals be complete within 60 days of this proposal.

Schedule A

Pinnacle Advisory Group Report:

Comprehensive Market Demand Study and Financial Projections: Proposed Hotel -- South Norwalk, CT

(November 17, 2016)

Comprehensive Market Demand Study and Financial Projections

Proposed Hotel – South Norwalk, CT

Prepared for:

Mr. Timothy T. Sheehan
Norwalk Redevelopment
125 East Avenue
Norwalk, CT 06856

November 17, 2016

Pinnacle Advisory Group
Boston New York Newport Beach Portland Tampa Washington DC

Hospitality Consulting
Asset Management
Real Estate Appraisal
Litigation Support

Rachel J. Roginsky, ISHC
Principal

November 17, 2016

Mr. Timothy T. Sheehan
Norwalk Redevelopment
125 East Avenue
Norwalk, CT 06856

Re: Proposed Hotel – South Norwalk, CT

Dear Mr. Sheehan

In accordance with your request and the terms of our engagement dated October 6, 2016, we have completed our research and analysis regarding a proposed 138-unit hotel ("proposed hotel") to be located within the General Growth Properties' (GGP) proposed mixed-use development site. As part of our due diligence, Norwalk Redevelopment ("Client") have asked us to prepare a comprehensive market demand study evaluating the future operating potential of the proposed hotel. Our analysis included extensive market-based research including interviews with demand generators and local hotel operators, a site and area review, an analysis of the existing competitive lodging facilities, as well as detailed financial projections.

For the purpose of this analysis, you have asked us to assume that the proposed hotel would open May 1, 2020. The findings contained herein were prepared to aid in determining the financial viability of this project and are based on field research conducted in October 2016.

As in all studies of this type, the estimated annual performance levels for the proposed hotel are based on competent and efficient management and presume no significant changes in the competitive dynamics in the market other than those specifically identified in this report. Projections contained herein are based upon estimates and assumptions that are subject to uncertainty and variability. While we do not represent the projected results as those which will ultimately be achieved, we have prepared them conscientiously based upon the most reliable forms of information available to us and our extensive experience in the lodging industry. We have no obligation unless subsequently so engaged, to update this study because of events occurring after the completion of the study. Additional assumptions and limiting conditions are presented at the end of this brief letter.

Should you have any questions after you have had an opportunity to review our findings, we would be happy to discuss them with you. Thank you once again for the opportunity to be of service to you.

Respectfully submitted,

Signature to be included in final report

Pinnacle Advisory Group

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Methodology of Assessment

The purpose of this study is to present our findings of potential future operating performance for the proposed 138-room hotel located within the General Growth Properties' proposed mixed-use development site in Norwalk, CT. Our analysis includes a projection of occupancy, average rate, and cash flow projections for five years following the expected opening. Our independent projections have been based on specific facility assumptions provided by GGP. In the process of assessing the potential for hotel demand, we conducted extensive market-based research, and used the agreed upon facility assumptions to develop the demand and financial performance projections made herein. Our findings are based on three areas of research: area and regional economic and demographic review, demand research; and a comprehensive lodging supply analysis.

Our review of the economic and demographic area included an analysis of the economic climate on a local and regional level. We examined Norwalk and Fairfield County's existing employment distribution, tourism trends, commercial infrastructure, and transportation networks. We also reviewed future development projects and assessed the proposed hotel's ability to attract new demand to the area.

We examined the existing hotel supply in Norwalk and conducted in-person interviews and site inspections at the facilities deemed of most critical importance to this analysis. In addition to supply, we also interviewed demand generators in the market to learn about their needs and demand patterns. These interviews were supplemented with the collection of actual performance levels at the identified hotels. Furthermore, we spoke with Norwalk Redevelopment officials to ascertain the status of any on-going or proposed hotel developments. From the data that we collected in the market, we were able to analyze historical growth in lodging demand and made an assessment of future trends.

The primary scope of work completed during our research and analysis included:

1. Examination of the site and evaluation of the surrounding environs with respect to its suitability for hotel operations;
2. Discussions with representatives of Norwalk Redevelopment to garner a clear understanding of the scope and nature of the proposed development (the proposed hotel is part of a larger mixed use project that also includes retail and parking);
3. Identification, research, and interviews with management of the hotels determined to be competitive with the proposed subject hotel;
4. Review of broader-based lodging supply and demand dynamics in the Norwalk area;
5. Interviews with government officials and other individuals with regard to the area's lodging market in general as it would relate to the proposed subject hotel, including gathering detailed information regarding other proposed developments. Interviews were supplemented with research regarding the area economy and development patterns as well as via collection of economic and demographic data;
6. Projections for the proposed hotel based on facility assumptions provided by GGP outlined herein;
7. Projections of occupancy and average rate, for the proposed subject hotel for five years beginning on May 1, 2020; and
8. Estimated revenues and expenses by department for the first five years presented in the

Uniform System of Accounts for Hotels; and

9. Preparation of this comprehensive report detailing our findings, conclusions and assumptions for a hotel at GGP's mixed-use development in Norwalk CT.

Our projections are specifically based on the following assumptions:

1. The hotel will be developed with the facilities and amenities stated herein (discussed with and agreed to by the Client) and as part of a larger mixed-use development as outlined in this report.
2. The hotel will be operated as an upscale, independent, full-service hotel (similar to an Archer) and managed by a professional third party management company that has experience with similar hotels and the general market area.
3. New management will be in place at least six months prior to opening – which is anticipated to be May 2020.
4. The other components of the mixed-use development will be completed based on the client's provided schedule.
5. A proposed Residence Inn hotel that is being considered in Norwalk will not be built.

Site Analysis

The subject site is located in South Norwalk or "SoNo" just north of the SoNo Historic District and south of the reemerging Upper West Avenue area. The hotel will be part of a larger mixed-use project that is in the final planning stages but is expected to include over 700,000 square feet of retail including high-end, anchor stores (Nordstrom and Bloomingdales), 75-100 smaller stores and restaurants and ample parking. It will be four stories and 100 to 120 feet tall. The development will have frontage along the busy West Avenue and ease of access to I-95 with a ramp that is adjacent to the site.

The following map depicts the location of the site relative to the local market area.

Site Analysis

The following summarizes the advantages and disadvantages that we have identified for the subject site:

Advantages

- The subject site will have ease of access within Norwalk due to its location along West Avenue as well as access to Interstate 95 (I-95) provided by the ramp that is adjacent to the site.
- The subject site will enjoy strong visibility due to its height and location along I-95 and West Avenue.
- The guest room floors will either have water or mountain views, a feature unique to this property.
- 700,000 square feet of retail including anchor tenants Nordstrom and Bloomingdales, smaller shops, restaurants and other entertainment venues and amenities are being developed adjacent to the site and will be open prior to the hotel opening.
- Proximity to SoNo Historic District, museums and outdoor parks.

Disadvantages

- The majority of office space in Norwalk is located to the north of the development at the Merritt 7 office park which will limit corporate demand for the subject.
- Many of the improvements and other developments, including office and residential, in the surrounding area have been in planning for a number of years and may not come to fruition, further decreasing the demand base for the subject site.

Conclusion

The subject site will benefit from its location adjacent to the larger retail development and will enjoy ease of access and excellent visibility. However, unlike office space, retail alone does not generally generate significant hotel demand. Due to the fact that the majority of the area's office space is located north of this site, the corporate demand that this hotel will be able to capture will be limited and the hotel will be focused on capturing business from group or leisure segments.

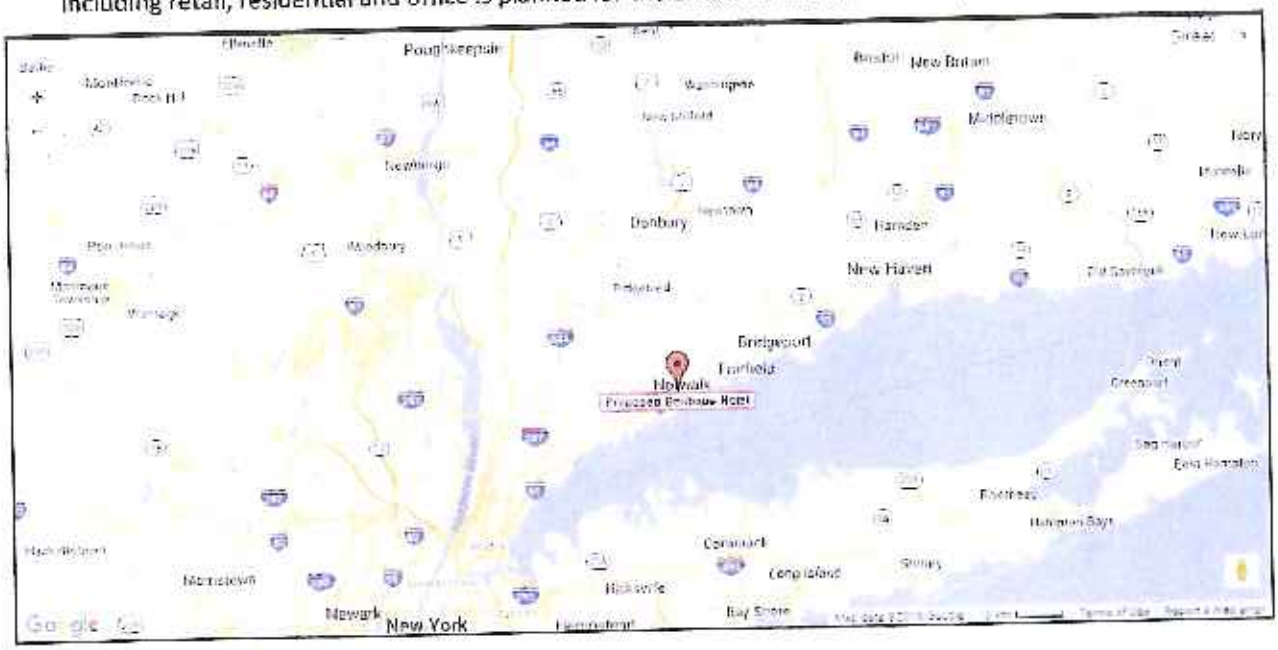
Area Analysis

Market Area Overview

Norwalk, CT is located within Fairfield County, approximately 50 miles northeast of New York City. With a population of over 85,000 people, the city is the sixth largest in Connecticut and the third largest in Fairfield County behind Bridgeport and Stamford.

Chartered in the mid-1600s, Norwalk has been an important part of the country's major historical events including the Revolutionary War during which the British destroyed the entire town except for six residences. Oyster farming became a major industry in Norwalk during the 19th century and by 1880, Norwalk had the largest fleet of steam-powered oyster boats in the world. As a nod to its past, Norwalk holds a popular Oyster Festival every year that generates over $5 million in revenue with attendance close to 100,000.

In the mid-1970s, the Norwalk government and several local organizations partnered together and successfully began efforts to revitalize the South Norwalk Historic District or "SoNo". The Maritime Museum, a $30 million investment, which opened in 1988 helped to launch additional development in the area, which is now filled with restaurants, boutiques and other entertainment. Further development including retail, residential and office is planned for the area over the next several years



Economic and Demographic Analysis

Based on a review of economic and demographic data compiled by Site to Do Business (STDB) we have identified certain statistics that will influence the demand for lodging. The following paragraphs discuss the applicable data and are for general informational purposes only. We have included statistics on both Norwalk and Fairfield County.

Population

The following table outlines historical and projected population trends for the City of Norwalk, Fairfield County, the State of Connecticut, and the United States as a whole.

Population				
	City	County	State	Country
	Norwalk	Fairfield	Connecticut	United States
2000	82,908	882,567	3,405,565	281,421,906
2010	85,603	916,829	3,574,097	301,461,533
2016	90,476	953,619	3,641,078	323,580,626
CAGR 2000 - 2016	0.55%	0.49%	0.42%	0.88%
Projected				
2021	94,750	988,892	3,698,375	337,326,118
CAGR 2016 - 2021	0.93%	0.73%	0.31%	0.84%

Source: STDB

Trends in population growth continue to be positive. The City of Norwalk experienced the largest growth in population of the Connecticut geographic areas since 2000 and is expected to continue in this vein through 2021 with a projected compound average annual growth rate of 0.93%.

Average Household Income

The following table details average household income for 2016 as well as projections and compounded annual growth rates for 2016 through 2021 the City of Norwalk, Fairfield County, the State of Connecticut, and the United States as a whole.

Average Household Income				
	City	County	State	Country
	Norwalk	Fairfield	Connecticut	United States
2016	$109,469	$134,811	$101,507	$77,008
Projected				
2021	$117,729	$145,032	$109,487	$84,071
CAGR 2016 - 2021	1.47%	1.47%	1.53%	1.76%

Source: STDB

Average household income in Norwalk exceeds that of the state and nation but falls below that of Fairfield County, which is considered to be an affluent region within the state and nation. Projected growth in average household income for the city and county through 2021 are equivalent at 1.47% on a compound average annual basis. While this falls below the projected growth within the state and the nation, it is still considered to be positive.

Employment

Employment is a key economic indicator on the regional level. The characteristics of an area's work force provide an indication of the type and amount of visitation that is likely to be generated by local businesses. Particular significance should be placed on the Financial, Insurance, and Real Estate (F.I.R.E.) and Services sectors, which tend to have the greatest impact on lodging demand.

Total Employment			
	County	State	Country
	Fairfield	Connecticut	United States
2006	441,395	1,745,993	137,211,000
2007	445,264	1,761,588	138,350,000
2008	444,300	1,763,311	134,773,000
2009	433,926	1,730,053	129,685,000
2010	440,032	1,738,458	130,751,000
2011	443,195	1,749,478	132,831,000
2012	439,765	1,722,394	135,088,000
2013	438,620	1,715,390	137,476,000
2014	447,374	1,761,610	140,502,000
2015	453,771	1,781,517	141,833,000
CAGR 2006 - 2015	0.31%	0.22%	0.37%
YTD Sep 15	450,729	1,778,225	155,922,000
YTD Sep 16	459,741	1,802,200	159,783,000

Source: Bureau of Labor Statistics

Total employment in Fairfield County has been steadily increasing over the three years. From 2006 through 2015, total employment in the county increased at an average annual compound rate of 0.31%, faster than that state though just under the rate of increase for the nation as a whole.

Major Employers

The following table lists major employers in the Fairfield County area.

Fairfield County Largest Employers			
Company	City	Industry	No. Employees
Inmmner	Stamford	Physicians & Surgeons Equip & Supls-Whls	5,000 - 9,999
Rainbow	Norwalk	Women's Apparel-Retail	5,000 - 9,999
Sikorsky Aircraft Corp	Stratford	Helicopter-Manufacturers	5,000 - 9,999
Liberty Tax Svc	Bridgeport	Tax Return Preparation & Filing	5,000 - 9,999
Danbury Hospital	Danbury	Hospitals	1,000 - 4,999
Ceci Brothers Inc	Greenwich	Landscape Contractors	1,000 - 4,999
Boehringer Ingelheim Corp	Ridgefield	Drug Millers (Mnfrs)	1,000 - 4,999
Trefz Corp	Bridgeport	Restaurant Management	1,000 - 4,999
Resonating Wellness Llc	Westport	Wellness Programs	1,000 - 4,999
Norwalk Hospital	Norwalk	Hospitals	1,000 - 4,999
Boehringer Ingelheim Pharm Inc	Ridgefield	Pharmacies	1,000 - 4,999
Brennan Realty Llc	Shelton	Real Estate	1,000 - 4,999
Cb Richard Ellis	Greenwich	Real Estate Support Services	1,000 - 4,999
Hospital the Stamford Inc	Stamford	Hospitals	1,000 - 4,999
Ims Health	Danbury	Computer Software-Manufacturers	1,000 - 4,999
Stamford Hospital	Stamford	Hospitals	1,000 - 4,999
Bridgeport Hospital	Bridgeport	Physicians & Surgeons	1,000 - 4,999
Premier Inc	Greenwich	Petroleum Products-Manufacturers	1,000 - 4,999
United Services	Bridgeport	Services Nec	1,000 - 4,999
Greenwich Hospital	Greenwich	Hospitals	1,000 - 4,999
St Vincent's Medical Ctr	Bridgeport	Hospitals	1,000 - 4,999

Source: Connecticut Department of Labor

The above list includes two of Norwalk's largest employers, Dooney & Bourke and Microwarehouse Inc. Founded in Norwalk in 1975 by Peter Dooney and Frederic Bourke, Dooney and Bourke has become one of the country's leading designers of fabric and leather accessories including handbags and wallets. Microwarehouse Inc is one of the largest and most established IT resellers in the world. The company was founded in 1982 in Norwalk and has expanded into 13 countries with over 3,500 employees. In addition to the companies listed above, other major employers in Norwalk include Diageo, Aon Hewitt and Norwalk Hospital.

The largest office complex in Norwalk is the Merritt 7 Corporate Park, approximately four miles from the proposed hotel, which generates the majority of corporate hotel demand in the area. Merritt 7 consists of six LEED certified buildings totaling over 1.4 million square feet of office space and is home to some of Norwalk's largest companies including General Electric, FactSet, EMCOR, FAF and Siemens.

Unemployment

The following table details unemployment rates for Fairfield County, the State of Connecticut, and the United States as a whole from 2006 to 2015 and year-to-date through September 2016.

Unemployment Rate			
	County	State	Country
	Fairfield	Connecticut	United States
2006	3.9%	4.4%	4.6%
2007	4.0%	4.6%	4.6%
2008	5.1%	5.6%	5.8%
2009	7.8%	8.3%	9.3%
2010	8.4%	9.3%	9.6%
2011	8.0%	8.8%	8.9%
2012	7.6%	8.4%	8.1%
2013	7.1%	7.8%	7.3%
2014	6.2%	6.6%	6.1%
2015	5.3%	5.6%	5.3%
YTD Sep 15	4.8%	5.1%	5.1%
YTD Sep 16	4.8%	5.1%	5.0%

Source: Bureau of Labor Statistics

Unemployment in Fairfield County fell to 5.3% at year-end 2015, its lowest point since 2008. Unemployment in Fairfield County has essentially tracked the national unemployment levels over the last few years. On a year-to-date basis through September 2016, unemployment in the county was flat to the same time last year at 4.8%.

Commercial Office Market

The following table exhibits historical office statistics in Fairfield County.

Fairfield County Office Market Statistics		
Year	Vacancy Rate	Asking Rent
2005	17.7%	$34.28
2006	18.0%	$34.39
2007	15.4%	$35.31
2008	17.6%	$34.36
2009	21.4%	$30.60
2010	22.7%	$32.26
2011	22.1%	$32.54
2012	22.7%	$32.39
2013	22.6%	$33.47
2014	21.8%	$32.06
2015	24.4%	$31.83
YTD 15 - 2nd Qtr	23.3%	$31.20
YTD 16 - 2nd Qtr	23.1%	$36.35

Source: RL Research

The Fairfield County office market peaked in 2007 with a vacancy rate of 15.4% and an asking rent of $35.41. The office market declined in 2009 due to the economic recession with vacancy rates above 20% and asking rents falling off significantly and has continued to struggle along since. Although the fundamentals do not appear to be improving significantly, business confidence in the area is growing.

Transportation

The transportation infrastructure is an integral component to the success of any real estate development. The purpose of a well-organized transportation network is to provide businesses and customers with good locations, easy access, and functionalism.

Highway Transportation

Norwalk is located approximately 50 miles northeast of New York City, in Fairfield County. Norwalk enjoys excellent vehicular accessibility from major cities to both the north and south due to its location along the I-95 corridor, one of the most heavily traveled highways in the Country. The major thoroughfares within Norwalk are Rt-7 (Main Avenue) and CT-1 (Connecticut Avenue) and connect the SoNo District with the Merritt 7 office park areas.

Rail Transportation

Norwalk offers four stops along the Metro North Railroad on the New Haven line. The most significant of these stops is South Norwalk Station, which offers six different platforms and express service trains. The Metro North Railroad provides access to North York City into Grand Central Station and recently surpassed the Long Island Railroad to become the busiest commuter rail in the country in terms of ridership. The New Haven line is the busiest of the Metro North lines with over 125,000 daily riders and 39 million annual riders.

Air Transportation

The main airport for Norwalk is Westchester County Airport, approximately 24 miles from the city. The area is also accessed via LaGuardia Airport, 39 miles from the city.

Westchester County Airport

Westchester County Airport serves Westchester County, NY and Fairfield County, CT. The airport offers service from six airlines – JetBlue, American Eagle, Cape Air, Delta Connection, United Express and US Airways Express – to over 16 destinations. The table below shows the airport's busiest

routes.

Passenger totals reached approximately 2 million in 2010 but have decreased every year since. In 2012, Comair, which operated out of Westchester County Airport, went out of business and AirTran pulled out of the market. Since then, the airport has seen further declines as most airlines are choosing to run fewer, fuller flights to more popular airports in the area including John F. Kennedy Airport and La Guardia.

La Guardia Airport

La Guardia Airport is located in Queens on Long Island, NY. The airport operates under a perimeter rule, which prohibits non-stop flights to and from points beyond 1,500 miles. The airport is a hub for Delta, a focus city for American Airlines and is also serviced by low-cost carriers JetBlue, Southwest and Spirit as well as United, Virgin Airlines, Air Canada, Frontier, US Airways and WestJet.

The airport is often criticized for its outdated facilities and has been ranked as one of the worst airports in the country in passenger surveys, however, the airport has a number of ongoing projects that will help to greatly improve the facility. In 2014, the Port Authority of New York and New Jersey announced plans to redevelop the main terminal and sought bids from competing developers. The $4 million project will modernize the facilities and infrastructure for the airport. Half of the new gates in the new Terminal B will open to the public in 2018. The main terminal area will open in early 2020, and a second set of gates will open in two phases – one later in 2020 and the last phase in 2021.

Tourism & Attractions

In addition to the area's popular SoNo District which offers restaurants, shops and other entertainment venues, some of the major tourist attractions in the area include:

- Museums
  - Maritime Aquarium at Norwalk – One of the largest attractions in Connecticut, averaging over 500,000 visitors annually
  - Stepping Stones Museum for Children – Recently under a $17 million renovation and 22,000 square foot expansion
  - Lockwood-Matthews Mansion Museum – 62-room mansion that is considered to be one of the oldest and finest surviving "Second Empire" style country houses in the United States, designated a National Historic Landmark in 1971
- Parks and Recreation
  - The Mill Hill Historic Park
  - Oyster Shell Park
  - Cranbury Park
  - Other area parks and beaches
- Other Attractions
  - Annual Norwalk Oyster Festival – generates $5 million in revenue every year for the city with attendance reaching 100,000

Impact on Hotel Demand

The following bullets highlight some recent events in the market that have had significant positive impact and summarize the outlook for the market in the coming years.

- Economic and demographic trends for the area indicate a positive outlook as population in Norwalk and Fairfield County is projected to increase and average household income is projected to experience continued growth. Employment is increasing and unemployment levels

are continuing to decrease.

- The transportation infrastructure in and around Norwalk will continue to be positive for the area as it is easily accessible from all of the major cities along the Northeast corridor. Norwalk enjoys proximity to a regional airport, Westchester County Airport, as well as the larger LaGuardia Airport. Norwalk also benefits from its location along the Metro North Railroad.
- There is a solid base of corporate demand generated through the area's numerous, large scale office developments.

Overall, based on our review of the leading economic indicators presented herein, we are of the opinion that the area is stable and will enjoy moderate growth over the short term, mostly due to the improving economic fundamentals.

Lodging Market Analysis

Identification of the Defined Competitive Supply

In order to evaluate the current and prospective status of the lodging industry in the surrounding area, it was necessary to define a competitive supply of hotels. This does not infer that these hotels are the only hotels catering to demand that is potentially available in the area. The defined supply is intended to represent the grouping of hotels for which performance measures and the general character of the market can be assessed when examining the potential future demand in the area.

The defined competitive set was selected based on input from the operators of lodging facilities in the area and our knowledge of the local lodging market. Relevant factors considered in determining the defined competitive set include market mix, demand generators, rate structure, and quality and location of the area's lodging facilities. The competitive set for the proposed hotel is outlined in the following table.

Defined Competitive Set

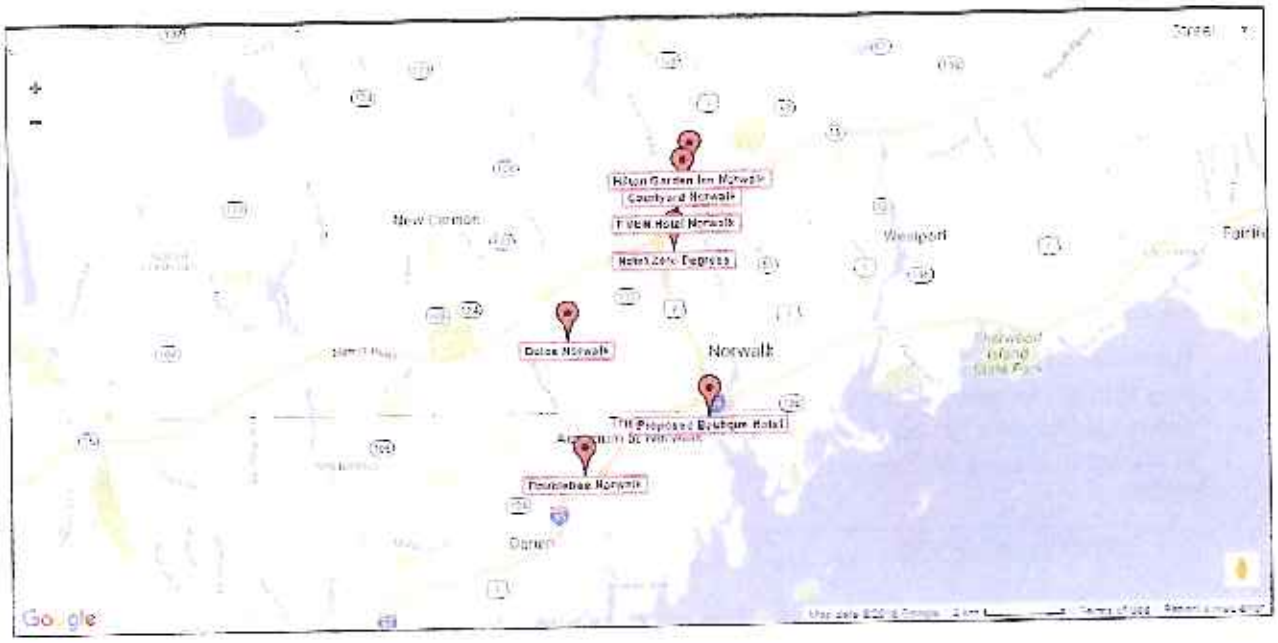
Property	City, State	Rooms	Open Date	Affiliation Date	Chain Scale
Proposed Boutique Hotel	*Norwalk, CT*	*138*	*May 2020*	*May 2020*	*Upscale*
Dolce Norwalk	Norwalk, CT	120	Jun 1979	Sep 2003	Upper Upscale
Hilton Garden Inn Norwalk	Norwalk, CT	170	Jan 2001	Jan 2001	Upscale
EVEN Hotel Norwalk	Norwalk, CT	129	Jun 2014	Apr 1988	Upscale
Courtyard Norwalk	Norwalk, CT	145	Jul 1988	Jul 1988	Upscale
Doubletree Norwalk	Norwalk, CT	265	Jul 2005	Jul 2005	Upscale
Hotel Zero Degrees	Norwalk, CT	96	Apr 2013	Apr 2013	Upper Upscale

Source: Smith Travel Research

The competitive lodging market consists of five branded and one independent hotel in various locations around Norwalk. Four of the properties are select-service and two are full-service. It is important to note that in addition to these properties listed, there are other lodging facilities in the market and in surrounding areas including nearby Stamford, though we do not believe that they would compete directly with the proposed hotel. It is worth noting that the Dolce Norwalk has an agreement with the city that does not allow the hotel to book transient business; however, this hotel will compete with the subject in terms of corporate and social group business.

In-person interviews and site inspections were conducted at the facilities deemed of most critical importance to this analysis. These interviews were supplemented with Internet research and collection of operating and financial data where available. The following paragraphs discuss the four competitive hotels.

The following map depicts the location of the proposed hotel relative to the other hotels in the defined competitive set.



Dolce Norwalk

Distance from Subject: Approximately 3.4 miles

Guestrooms: 120 rooms

Description: A Dolce branded, upscale, full-service hotel and conference center spread across 66 acres of land, three stories, with 31 meeting rooms and over 21,000 square feet of IACC certified meeting space, business center, cyber café, three meal restaurant and bar, fitness center with indoor lap pool, basketball and racquetball courts, outdoor activities and complimentary internet.

Other: The Dolce Norwalk is located in a more residential area of Norwalk on Weed Avenue so visibility and accessibility can be a challenge, but the property is only 3 miles from I-95. The property is considered to be in good condition, having completed a full renovation in 2009. The Dolce Norwalk operates under an agreement with the city that does not allow the hotel to book Transient business. As such, the hotel competes for corporate and social group business with 10 or more rooms.

Hilton Garden Inn Norwalk

Distance from Subject: Approximately 4.2 miles

Guestrooms: 170 rooms

Description: A Hilton branded, upscale, select service brand, three stories, 1,400 square feet of total meeting space, indoor pool, fitness center, full-service restaurant, 24-hour pantry, room service, business center, and complimentary wireless internet.

Other: The Hilton Garden Inn is located along Rt-7 (Main Avenue), a major corridor through Norwalk. The property has excellent visibility as it fronts on Rt-7 with good signage. It is considered to be in good condition and according to management, will be undergoing a renovation in the next 1-2 years. The Hilton Garden Inn competes in the market for

corporate transient and for group/leisure related demand during the weekend periods. The Hilton Garden Inn is one of the highest-rated hotels in the market due primarily to its location proximate to the Merritt 7 office park, strong brand recognition and select-service nature.

EVEN Hotel Norwalk

Distance from Subject: Approximately 4.2 miles

Guestrooms: 129 rooms

Description: The EVEN Hotel Norwalk is one of IHG's first EVEN properties, a brand focused on combining activity, wellness and fitness while traveling. The EVEN is an upscale, select-service hotel, with four stories offering the Cork and Kale restaurant and lounge, which serves breakfast and dinner, business center, extensive fitness center, and complimentary internet.

Other: Like the Hilton Garden Inn and the Courtyard, the EVEN Hotel has good visibility from Rt-7. The property converted from a Four Points by Sheraton in June 2014 after a year-long, full renovation. The EVEN competes in the market for corporate demand, targeting customers focused on maintaining a healthy lifestyle while on-the-go.

Courtyard by Marriott Norwalk

Distance from Subject: Approximately 4.2 miles

Guestrooms: 145 rooms

Description: A Marriott branded, upscale, select-service hotel, four stories, two meeting rooms totaling 1,287 square feet of meeting space, The Bistro restaurant serving breakfast and dinner, sundry/convenience store, business center, indoor pool, fitness center, complimentary breakfast, and complimentary wireless internet.

Other: Similar to the Hilton Garden Inn, the Courtyard is located off of Rt-7 with good visibility and is in close proximity to the Merritt 7 office parks. The property just completed the final phase of a $2.5 million renovation that included all guest rooms, the Bistro and the lobby and it is considered to be in excellent condition. The Courtyard competes mainly for corporate and leisure demand and, like the Hilton Garden Inn, is one of the highest rated products in the market.

Doubletree Hotel by Hilton Norwalk

Distance from Subject: Approximately 2.5 miles

Guestrooms: 265 rooms

Description: A Hilton branded, upper midscale, full-service hotel, eight stories, seven meeting rooms offering over 6,200 square feet of flexible meeting space, a three-meal restaurant and lounge, 24-hour grab-and-go, fitness center and indoor pool, business center, breakfast area, complimentary shuttle service, and complimentary wireless internet.

Other: The Doubletree is located directly off of I-95. It has good visibility along Connecticut Avenue but is farther from the main corporate demand generators that benefit the Hilton Garden Inn and Courtyard properties. The property has been recently renovated and is considered to be in good condition. As the largest hotel in the competitive set, the Doubletree competes in the market for corporate demand and for larger social and

corporate groups.

Hotel Zero Degrees Norwalk

Distance from Subject: Approximately 3.1 miles

Guestrooms: 96 rooms

Description: An independent, upper upscale, select-service hotel, with one meeting room, a rooftop terrace, a (leased) restaurant and lounge serving lunch and dinner, fitness center and indoor pool, business center, breakfast area, complimentary shuttle service, and complimentary wireless internet.

Other: The hotel is the newest in the competitive set, opening in 2014. It is located closest to the SoNo area and is considered to be the most relevant in terms of the competitive hotels as it offers a product and level of service that is likely to be most similar to the proposed hotels. It competes well with the branded hotels for corporate business given its lack of brand affiliation and does very well with smaller groups and the leisure segment.

Future Changes to Supply

During the course of our fieldwork, we interviewed local planning officials and area developers to ascertain the status of any proposed hotel developments.

At the time of writing of our previous report in 2014, there was an extended-stay property that was being considered for the market. Current information available on the project suggest that the hotel would be developed as 102-room Residence Inn by Marriott. However, based upon conversations with Marriott, and data from the Town's Planning and Zoning Commission, there has been no movement on the project since April 2016 when modifications to the original plan were granted to add parking and reduce the room count. As we understand it, the project does have debt financing but does not yet have its equity financing in place nor has the town granted construction permits. As such, we have not added this hotel as new supply for the purpose of this analysis; however, if this hotel project were to come to fruition, there would be significant impact on our projections.

Historic Market Performance

During the course of our fieldwork, we obtained operating statistics for the competitive lodging properties. Based upon this information, as well as data from Smith Travel Research, we have estimated the historical performance of the overall market in terms of lodging supply, demand for accommodations, occupancy and average room rate. The following table presents these estimates for the defined competitive supply.

Competitive Market Historical Supply and Demand

	Supply		Demand		Market Performance					
Year	Available Room Nights	% Change	Occupied Room Nights	% Change	Occupancy	Pts.	Average Rate	% Change	RevPAR	% Change
2011	303,855		210,727		69.8%	-	$130.01		$90.76	-
2012	301,855	0.0%	197,520	-6.3%	65.4%	-4.4%	$135.04	3.9%	$88.36	-2.6%
2013	304,958	1.0%	206,851	4.7%	67.8%	2.4%	$135.16	0.1%	$91.68	3.7%
2014	318,006	4.3%	221,700	7.2%	69.7%	1.9%	$142.81	5.7%	$99.56	8.6%
2015	337,625	6.2%	235,305	6.1%	69.7%	-0.0%	$148.00	3.6%	$103.15	3.6%
CAGR: 2011-15		2.8%		2.8%			-	3.3%	-	3.3%
YTD Sep 2015	252,525		179,363		71.0%	-	$143.56	-	$101.97	-
YTD Sep 2016	252,525	0.0%	166,093	-7.4%	65.7%	-5.3%	$145.00	1.0%	$95.34	-6.5%

* Roomnights rounded to the nearest whole number.

Source: Pinnacle Advisory Group

Supply in the competitive market grew at an average annual compound rate of 2.8% from 2011 through 2015. The increases in supply are due to the opening of the 96-room Hotel Zero Degrees in April 2013 and the fact that the existing EVEN Hotel, formerly a Four Points by Sheraton, closed during its renovation and conversion from July 2013 through June 2014. On a year-to-date basis, supply remains consistent with the same time last year.

Demand in the competitive market increased at an average annual compound rate of 2.8% from 2011 through 2015 with increases in occupied room nights occurring each year beginning in 2013. However, on a year-to-date basis through September, demand is down -7.4% from the same time last year. According to market participants, the decline in demand is attributed to several non-recurring projects the year as compared to last year.

Market occupancy peaked in 2014 at 69.7% and remained steady at that level in 2015. On a year-to-date basis, occupancy is down -5.3 points from the same time last year.

Average rate in the competitive market grew at an average annual compound rate of 3.3% from 2011 through 2015, growing each year during that period. On a year-to-date basis, average rate is up 1.0% over the same time last year. The slowdown in demand has limited rate growth on a year-to-date basis.

Seasonality

The competitive market does exhibit some seasonality in demand. Occupancy tends to be higher in the summer months when leisure demand is stronger. May through October represents the peak demand period for the competitive market while the first and fourth quarters tend to be slower. The following table depicts the average monthly occupancy, room rate and demand for the competitive market over the last five years.

Competitive Market Statistics - Five Year Average

Month	Occupancy	Rate	Demand	% of Total Demand
Jan	53.9%	$134.74	14,209	6.7%
Feb	58.0%	$137.24	13,815	6.5%
Mar	62.9%	$135.81	16,573	7.8%
Apr	65.7%	$134.10	17,026	8.0%
May	70.6%	$139.05	18,905	8.9%
Jun	77.9%	$138.89	20,630	9.7%
Jul	73.9%	$134.50	19,800	9.3%
Aug	70.8%	$131.60	18,979	8.9%
Sept	76.3%	$138.49	19,794	9.3%
Oct	78.8%	$144.57	20,867	9.8%
Nov	69.9%	$137.83	17,929	8.4%
Dec	55.7%	$129.62	14,762	7.0%
Average/Total	68.2%	$135.47	212237	100.0%

Source: Smith Travel Research

In addition to monthly demand patterns, the market does experience changes in demand levels by day of the week throughout the year. Corporate demand, which represents more than 60% of overall market demand is strongest on week days; Tuesday and Wednesday nights tend to be the peak demand days, though Monday and Thursday nights are also strong. Weekend demand, stronger on Saturday night and Friday night, is stronger during the summer and autumn months but tend to be quieter during the first and fourth quarters and thus on an annual basis is not as strong as weekday demand.

Trends in average rate tend to follow the same pattern as trends in demand. When demand is strongest, average rates tend to be higher.

The following two tables depicts the trends in occupancy and average rate by day of the week over the last three years.

Occupancy by Day of Week Analysis- Trailing 12 months

Year	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2014	45.9%	76.5%	86.1%	82.9%	67.1%	58.6%	68.4%
2015	46.5%	76.3%	85.6%	85.1%	67.4%	61.8%	71.9%
2016	42.6%	71.0%	79.8%	77.5%	63.4%	57.4%	68.7%
3- Yr. Average	45.0%	74.6%	83.8%	81.8%	66.0%	59.3%	69.7%

Source: Smith Travel Research

Average Daily Rate by Day of Week Analysis- Trailing 12 months

Year	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2014	$134.06	$156.31	$162.66	$161.52	$145.16	$109.83	$107.30
2015	$138.18	$160.16	$167.01	$165.28	$146.44	$105.56	$106.30
2016	$141.78	$161.20	$167.10	$165.20	$147.29	$107.33	$109.50
3- Yr. Average	$138.01	$159.22	$165.59	$164.00	$146.30	$107.57	$107.70

Source: Smith Travel Research

Market Segmentation

Data gathered during our interviews with representatives from the competitive hotels indicate that hotel room night demand in the market is comprised of demand from three primary

segments: corporate transient, group and leisure transient. In 2015, corporate demand, the largest of the these segments, accounted for 61% of total accommodated room nights while group demand accounted for 26%; leisure demand generated 13% of total accommodated room nights. The graph below depicts the market demand segmentation for the competitive market for 2015.

Corporate Demand

Corporate demand is the largest demand segment in the competitive market. In 2015, demand generated from this segment represented approximately 142,455 room nights or approximately 61% of total demand. Timing for this segment occurs Monday through Thursday, with the most frequent arrival days being Tuesday and Wednesday. The average stay of individual corporate travelers is 1 to 3 days. This type of demand is relatively consistent throughout the year with the exception of notable declines during holiday periods.

Corporate travelers are generally not rate sensitive and represent a desirable market that provides consistent demand at relatively high room rates. In addition to location considerations, primary selection criteria of individual corporate demand in the competitive market include proximity to their offices, franchise affiliation, quality of facilities and price/value.

Corporate demand in this market is comprised of business executives visiting their respective offices, sales representatives, employees traveling for training purposes, and project-oriented travel for consulting related projects.

Demand from the transient corporate business traveler is often characterized by the following:

- High degree of single occupancy
- Average length of stay typically one to three nights; weekly/monthly for some sectors
- Efficient check-in / check-out procedures required
- Frequently book rooms via the Internet
- Strong interest in frequent traveler programs with major hotel brands
- Require proximity to place of business and accessibility to major transportation routes
- Desire on-site food and beverage outlet

Based on historical and year-to-date trends we have projected a -7.0% decline for calendar year 2016 coupled with an increase of 1.0% in 2017, equating to a fiscal 2017 growth rate of -6.7%, followed by growth of 1.0% in fiscal year 2018 and 2.0% in fiscal years 2019 and 2020.

Group Demand

Group demand in the competitive market is comprised of primarily social groups, as well as corporate related groups. Though all hotels within the competitive set compete for group business, the Dolce offers the most meeting space with 21,000 square feet with the Doubletree following behind with over 6,000 square feet. Group demand in the competitive market accounted for 26% of overall demand in 2015, or 62,377 room nights.

The group segment can be characterized by the following:

- Require discounted room rates
- Flexible meeting and banquet facilities often required
- Quality food and beverage service preferred
- Variety of room configurations required

Based on historical and year-to-date trends we have projected a -7.0% decline for calendar year 2016 coupled with an increase of 1.0% in 2017, equating to a fiscal 2017 growth rate of -6.7%, followed by growth of 1.0% in fiscal year 2018 and 2.0% in fiscal years 2019 and 2020..

Leisure Demand

Leisure demand accounted for approximately 10 percent of total accommodated demand in 2013, or 19,900 room nights. Leisure demand is most prevalent in the summer and fall months. The area attracts visitors for weekend periods to go SoNo, the Aquarium and the other smaller demand generators in the area.

Demand generated by the leisure traveler is often characterized by the following:

- High incidence of weekend occupancy
- Average length of stay one to two nights
- Relatively high percentage of multiple occupancy
- Strong demand typically occurs during summer and fall months, and over holiday periods

Based on historical and year-to-date trends we have projected a -5.0% decline for calendar year 2016 coupled with an increase of 1.0% in 2017, equating to a fiscal 2017 growth rate of -4.7%, followed by growth of 1.0% in fiscal year 2018 and 2.0% in fiscal years 2019 and 2020..

Extraordinary (induced) demand consists of both unaccommodated demand in the market from individuals unable to book rooms in the existing market due to occupancy restrictions, as well as induced demand that a new property generates through its central reservations system or because a suitable property did not previously exist in the market to accommodate a certain type of demand (i.e. extended stay demand or large group demand). Induced demand is separate from core demand growth that occurs in the market, which can generally be traced back to such things are changes in the economy.

We have accounted for some extraordinary demand related to the opening of the proposed hotel. During certain peak days and times of the year, there is demand that is turned away from the

competitive market due to capacity constraints. With new hotel supply, that demand can now be accommodated. As a result, we have induced a total of 14,500 room nights in fiscal years 2021 and 2022 to coincide with the opening of the proposed hotel. The following table presents a summary of our growth projections for the market.

Core Demand Growth									
	2017	2018	2019	2020	2021	2022	2023	2024	2025
Corporate	-6.7%	1.0%	2.0%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Group	-6.7%	1.0%	2.0%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Leisure	-4.7%	1.0%	2.0%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Extraordinary Demand									
	2017	2018	2019	2020	2021	2022	2023	2024	2025
Corporate	0	0	0	0	2,002	1,334	0	0	0
Group	0	0	0	0	2,002	1,334	0	0	0
Leisure	0	0	0	0	2,669	1,779	0	0	0
Total	**0**	**0**	**0**	**0**	**6,673**	**4,447**	**0**	**0**	**0**
Proj. Growth	**-6.4%**	**1.0%**	**2.0%**	**2.0%**	**2.9%**	**1.9%**	**0.0%**	**0.0%**	**0.0%**
Projected Market Roomnights									
	2017	2018	2019	2020	2021	2022	2023	2024	2025
Corporate	132,925	134,254	136,939	139,678	141,680	143,014	143,014	143,014	143,014
Group	58,204	58,786	59,962	61,161	63,163	64,497	64,497	64,497	64,497
Leisure	29,050	29,341	29,928	30,527	33,196	34,975	34,975	34,975	34,975
Total	220,179	222,381	226,829	231,366	238,039	242,486	242,486	242,486	242,486
Market Occupancy	**65%**	**66%**	**67%**	**69%**	**61%**	**62%**	**62%**	**62%**	**62%**

** Roomnights rounded to the nearest whole number.*

Source: Pinnacle Advisory Group

As illustrated in the table above, market occupancy, following its year-to-date performance, is projected to decrease to 65% in fiscal year 2017 but slowly begin to increase through 2020. Without new supply, we believe that 69% occupancy represents the stabilized market occupancy in Norwalk. However, in 2021, we have projected the market to decrease to 61% due to the addition of the subject hotel. After its opening and partial absorption, we estimate that the market will stabilize at 62%.

The stabilized occupancy is intended to reflect the anticipated results of the competitive set over the holding period, given any changes in the competitive environment and/or local economy. Although it is possible that the market will achieve occupancies above this stabilized level, we believe that it is equally possible for new competition and temporary downturns in hotel demand to force occupancy below this selected point of stability.

Facility Assumptions

Per your specific request, we have assumed that the proposed subject hotel will contain 150 guest rooms. Based on our market research, we recommend that the proposed hotel be developed as a branded, upscale, select-service hotel. The following summarizes the features and amenities for the proposed hotel. The findings and forecasts that are outlined in this document explicitly assume these facility assumptions:

- Hotel will be professionally marketed, managed and operated as a 138-room hotel;
- Hotel will operate as an upper upscale, independent hotel similar in concept and positioning to an Archer Hotel;
- As we understand it, the hotel will have an operated, three-meal restaurant and lounge as well as grab-and-go option;
- The hotel will contain approximately 4,000 – 5,000 square feet of flexible meeting space and will have the support facilities for such meeting space;
- Public areas to include a business center and fitness center;
- The hotel will provide adequate parking and will offer both valet and self-park options.

Projected Operating Performance – Proposed Hotel

Projected Performance of the Proposed Hotel - Occupancy

The extent to which the proposed hotel can capture demand in each of the three previously discussed market segments was estimated by performing a fair share, or market penetration analysis, based upon historic and anticipated future market performance and the anticipated positioning of the subject relative to the existing competitive properties. Factors considered in this analysis included location, property concept and market positioning, quality of the facilities and rate structure, as well as brand affiliation. Within a defined market, if all properties have an equal competitive posture, a hotel's market penetration will correlate to the ratio of its number of guest rooms relative to the overall market supply. Factors indicating that a hotel possesses competitive advantages suggest a market penetration rate in excess of 100% of fair share, while competitive weaknesses are reflected in a penetration rate of less than 100%.

We have estimated the market position of the proposed hotel by analyzing the growth characteristics of each segment of demand and the level of patronage by market segment that could reasonably be captured given its positioning

For the purpose of this analysis, it is assumed that the proposed 138-room independent, upper upscale hotel (such as an Archer) will open on May 1, 2020. We estimate that the proposed hotel will reach a stabilized penetration level of 117% in 2023, its third year of operation. This overall penetration is based on stabilized penetration rates in each of the three market segments as follows: 85% corporate, 105% group, and 235% leisure. As a result, annual occupancy is projected at 62% in the first year of operation, increasing to 67% in the second year and stabilizing at 70% in year three. Based upon these estimates and projections, the stabilized market mix for the proposed hotel will be comprised of 45% corporate, 25% group, and 30% leisure demand.

Corporate Penetration

As previously outlined, corporate demand is the primary demand segment in the Norwalk lodging market. Upon opening, the subject will be the newest product in the market and will be able to attract previously unsatisfied demand as well as current demand being accommodated at the other properties in Norwalk or the surrounding areas. We believe that the subject property will be comparable to the Hotel Zero Degrees and Even Hotel due to the current condition of each property; however, will operate at a slight disadvantage, as all these properties are closer to Merritt 7 and the surrounding office parks. Furthermore, without a national franchise affiliation, the property will be at a disadvantage relative to the branded properties in the market that tend to drive business through loyalty affiliations. As such, we believe that the subject hotel will achieve a corporate penetration of 75% in its first year, increasing to 80% in its second year and stabilizing at 85% in its third year. This positions slightly below the competition as it relates to accommodated corporate room nights.

Group Penetration

A majority of the market's group demand is currently captured by the Dolce as it has the largest amount of meeting space and is programmed to accommodate both corporate and social groups. The subject hotel will compete for group demand, especially SMERF and social groups that want to offer attendees the amenities available in the SoNo District. The subject is projected to achieve a group penetration higher than the Courtyard, Doubletree and Hilton Garden Inn, as a result of their location and amount of

meeting space (4,000-5,000 square feet). As such, the proposed subject is projected to achieve a 95% group penetration in its first year, 100% in its second year, and stabilize at 105% in its third year. The hotel is likely to compete directly with the Hotel Zero Degrees for group business as they will offer a similar product.

Leisure Penetration

We believe that the subject property will be viewed as an excellent alternative for leisure travelers, due to its location adjacent to 700,000 square feet of high-end retail, restaurants and other amenities. It will also benefit from being the only hotel product located in the popular SoNo District. As such, we have projected that the subject hotel would achieve a leisure penetration of 225% in its first year, increasing to 230% in its second year and stabilizing at 235% in its third year. The hotel should enjoy an advantage relative to the other hotels in the competitive set due to its location given its proximity to both the train station and Interstate 95, as well as the abundance of restaurant and retail amenities in the SoNo neighborhood

Summary of Subject Penetration

The following table outlines the forecast of occupancy, market mix, and penetration rates for the subject through stabilization and beyond.

Projected Penetration and Market Mix					
Roomnights	**2021**	**2022**	**2023**	**2024**	**2025**
Corporate	13,795	14,853	15,781	15,781	15,781
Group	7,790	8,379	8,792	8,792	8,792
Leisure	9,696	10,443	10,670	10,670	10,670
Total	31,281	33,669	35,243	35,243	35,243
Penetration	**2021**	**2022**	**2023**	**2024**	**2025**
Corporate	75%	80%	85%	85%	85%
Group	95%	100%	105%	105%	105%
Leisure	225%	230%	235%	235%	235%
Total	101%	107%	112%	112%	112%
Market Mix	**2021**	**2022**	**2023**	**2024**	**2025**
Corporate	44%	44%	45%	45%	45%
Group	25%	25%	25%	25%	25%
Leisure	31%	31%	30%	30%	30%
Total	**100%**	**100%**	**100%**	**100%**	**100%**
Market Occupancy	**61%**	**62%**	**62%**	**62%**	**62%**
Subject Occupancy	**62%**	**67%**	**70%**	**70%**	**70%**

** Roomnights rounded to the nearest whole number.*

Source: Pinnacle Advisory Group

After considering the subject hotel's anticipated market position and estimated level of patronage by market segment, the proposed subject hotel is forecasted to achieve an overall penetration level of 101% percent in year one, and reach stabilization in year three at 112%. At these market penetration levels, the subject hotel is projected to open at an occupancy of 62% and stabilize at 70% in 2023.

Average Daily Rate

In analyzing historical data in the competitive market, we have developed average room rate projections for the proposed hotel. More specifically, we analyzed the annual average room rates and published room rates, in 2015 value dollars, for each hotel in the competitive set. Furthermore, it should be noted

that these are composite average rates, and through individual property interviews, we developed our best understanding of segmented room rates. Average daily room rates were then projected on the basis of rate structure and discounting policies currently being utilized in the competitive market and on the anticipated effects of inflation and changes in the market over the next several years.

In developing the average rate for the proposed hotel we analyzed the potential segmented rates, specifically analyzing the Hotel Zero Degrees and the Even Hotel Inn as they are most similar in terms of facilities and amenities offered. Utilizing these property's rates as benchmarks, we projected that in the base year (2015), the proposed hotel would achieve an average rate of $165 in the corporate segment, $145 in the group segment, and $155 in the leisure segment.

When considering the growth rate projections, we analyzed the market's historic rate growth and the likelihood that average rates will continue to increase at a similar pace. Based on year-to-date statistics, we have projected rate growth of 1.0% in calendar year 2016 followed by 3.0% in 2017, equating to a fiscal year growth rate of 2.0%, followed by 3.0% inflationary growth thereafter.

The following table summarizes our average rate forecast for the subject hotel.

Projected Average Daily Rate

South Norwalk, CT

Period	Historic Rate	Projected Rate	Rate of Change	2015 Dollars
2015	$156.98			
2021		$180.16		$153.89
2022		$185.58	3.00%	$153.89
2023		$191.21	3.04%	$153.95
2024		$196.95	3.00%	$153.95
2025		$202.86	3.00%	$153.95

Source: Pinnacle Advisory Group

Summary of Project Proposed hotel Performance

Given the anticipated positioning of the proposed hotel as 138-room independent, upper upscale hotel (such as an Archer), we have estimated the performance of the proposed hotel in terms of achievable occupancy and average room rate for the first five years of operation. The following table presents these estimates.

Projection of Subject Occupancy, ADR, and RevPAR

Year	Occupancy	ADR	% Change	RevPAR	% Change
2021	62%	$180.16	-	$111.89	-
2022	67%	$185.58	3.0%	$124.05	10.9%
2023	70%	$191.21	3.0%	$133.79	7.9%
2024	70%	$196.95	3.0%	$137.80	3.0%
2025	70%	$202.86	3.0%	$141.94	3.0%

Source: Pinnacle Advisory Group

Projected Financial Performance – Proposed Hotel

Utilizing our estimates of annual occupancy and average rate for the proposed hotel, coupled with our assumptions and recommendations regarding the level of service and facilities, we have prepared a statement of estimated revenues and expenses by department for the proposed property's first five years of operation. A summary of the underlying rationale and assumptions developed in preparing the estimated annual operating performance for the proposed hotel is presented below. Fundamental to the estimates of operating results is the assumption of competent and efficient management at the property with a well-coordinated marketing plan for the hotel. Among the primary responsibilities of management is the maintenance of the quality of the facility, the execution of an adequate marketing effort, and controlling operating costs effectively. Our projections of revenues and expenses have been made in 2015 value dollars, prior to adjustments for variations in occupancy and inflation; the financial model that we employ then inflates these inputs accordingly.

Comparable Hotel Operating Statements

In order to project financial operating results for the proposed property, we reviewed financial operating data for similar facilities on a line-by-line basis. Specifically, financial operating data from the following key sources were analyzed:

- Recent financial operating data from eight hotels of similar quality and positioning.
- Data from Smith Travel Research's 2016 HOST Report that provides data for year-end 2015. We present the high, the low, and the average range of the HOST data, rather than summarizing all categories studied in the report. The data is reported for independent, full-service hotels.

Term of Analysis

In the case of the proposed property, a five-year projection period was utilized based on the request of our client. In keeping with the information provided regarding the development timeline for the project, specifically, the assumption that the hotel would open in May 2020, we have utilized fiscal year projection periods. Our first projection year is fiscal year 2021 (May 2020 – April 2021).

The fixed / variable component of our projections will vary from the actual calculated input on a percentage, per occupied room (POR), or per available room (PAR) basis. The slight variations are intended reflect the effects of competent management as business levels increase throughout the projection period. The selected revenue and expense inputs noted in the following section reflect our opinion of the property on a stabilized basis. In some instances, we have altered our projection in the first and second years to better reflect the anticipated buildup of business levels and therefore revenues and expenses.

Departmental Revenues

Rooms Department Revenue

This line item is based on the number of occupied rooms multiplied by the average daily room rate for each respective year. Our projections for these components were presented in the lodging market analysis section of this report. Occupancy has been rounded to the nearest whole percentage point; however, revenues are based on projected occupied room nights.

Food and Beverage Revenue

The food and beverage revenue projection is based on the number of occupied rooms multiplied by the average estimated food and beverage revenues per occupied room night. Our projections for occupied room nights for the subject property as stabilized were presented in the lodging market section of this report. As previously discussed, we have assumed the hotel would have one three-meal restaurant/lounge as well as a grab-and-go option and approximately 4,000 – 5,000 square feet of meeting and event space.

The comparable hotel properties generated food and beverage revenue ranging from a low of $86.32 per occupied room to a high of $265.62, while the HOST data suggests F&B revenue per occupied room ranging from $79.42 to $179.68. Several of the hotels have substantially more meeting space or offer more F&B outlets than we anticipate for the subject and thus generate more revenue on a POR basis. Our estimate of F&B revenues per occupied room of $40.00 for the subject also takes into account the variety of restaurant options that exist in the SoNo neighborhood as well as the options that will be available within the mall. The following table summarizes the data from the comparable hotel properties as well as data from the HOST Report.

Food and Beverage Revenue Comparable Data (2015 $'s)			
Comparable Properties	PAR	POR	Percent
Comparable A	$62,623	$197.04	46.6%
Comparable B	$24,332	$89.17	28.8%
Comparable C	$0	$0.00	0.0%
Comparable D	$70,769	$265.62	49.4%
Comparable E	$58,703	$194.00	48.0%
Comparable F	$42,652	$187.94	47.5%
Comparable G	$27,320	$94.73	30.5%
Comparable H	$22,462	$86.32	32.9%
HOST high	$48,932	$179.68	34.0%
HOST average	$29,237	$109.01	29.6%
HOST low	$21,346	$79.42	25.2%
Projection:		**$40.00**	

Source: Pinnacle Advisory Group

Other Operated Departments Revenue

Other Operated Department Revenue for the subject will consist primarily of revenue generated through minor revenue sources such as from guest laundry, lobby shop and telecommunications fees and in the case of the subject, valet parking. Data for the comparable properties varies greatly as each hotel may include or omit various other items within this department. The following table summarizes the data from the comparable hotel properties as well as data from the HOST Report.

Other Operated Departments Revenue Comparable Data (2015 $'s)			
Comparable Properties	PAR	POR	Percent
Comparable A	$3,784	$11.91	2.8%
Comparable B	$181	$0.66	0.2%
Comparable C	$1,656	$5.70	3.6%
Comparable D	$3,746	$14.06	2.6%
Comparable E	$3,536	$11.69	2.9%
Comparable F	$56	$0.25	0.1%
Comparable G	$335	$1.16	0.4%
Comparable H	$1,038	$3.99	1.5%
HOST high	$9,475	$34.79	8.6%
HOST average	$5,098	$19.19	5.0%
HOST low	$2,323	$8.86	2.7%
Projection:		**$6.00**	

Source: Pinnacle Advisory Group

We have estimated Other Operated Department revenue at $6.00 per occupied room for the subject.

Departmental Expenses

Rooms Department Expense

Rooms department expenses include labor costs associated with operating the front office, guest services, housekeeping and laundry. It also includes the cost of guest amenities, linens, laundry and cleaning supplies, cable television expenses, maintenance contracts, reservation expenses and travel agent commissions. Many of these expenses increase on a variable basis – as more rooms are occupied, more in-room amenities are consumed, more housekeepers are required, etc. The following table summarizes the data from the comparable hotel properties as well as data from the HOST Report.

Rooms Expense Comparable Data (2015 $'s)			
Comparable Properties	PAR	POR	Percent
Comparable A	$13,050	$41.06	39.2%
Comparable B	$16,430	$60.21	27.8%
Comparable C	$13,095	$45.06	30.0%
Comparable D	$18,030	$67.67	26.2%
Comparable E	$12,905	$42.65	21.5%
Comparable F	$10,622	$46.81	29.7%
Comparable G	$15,048	$52.18	24.7%
Comparable H	$10,384	$39.91	24.2%
HOST high	$22,948	$84.27	27.9%
HOST average	$16,057	$59.77	26.5%
HOST low	$13,259	$49.22	24.5%
Projection:		**$40.00**	

Source: Pinnacle Advisory Group

Rooms expense data for the comparable properties ranged from a low of $39.91 to a high of $67.67 per occupied room, while the HOST data is lower and suggests an expense ranging from $49.22 to $84.27 per occupied room. We have estimated a Rooms department expense equivalent to $40.00 per occupied room for the subject which we think appropriately reflects the level of quality and service expected to be delivered.

Food and Beverage Expense

Food and Beverage expenses include the cost of food and beverages, the labor associated with preparing and serving meals, washing dishes and cleaning kitchens and dining areas, and the expenses associated with purchasing china, silverware, linens and glassware, kitchen supplies, menu and other printing costs, and equipment rental.

Food and beverage expense at the comparable hotel properties ranged from a low of 66.3% to a high of 91.4%. A higher percentage of catering and banquets generally improves the profitability of the F&B operation. A union environment can negatively impact the profitability of an F&B operation. Based upon our understanding of the comparable data and the positioning of the subject's F&B outlets and catering operations, we have estimated an F&B expense ratio of 72%.

The following table summarizes the data from the comparable hotel properties as well as data from the HOST Report.

Food and Beverage Expense Comparable Data (2015 $'s)			
Comparable Properties	**PAR**	**POR**	**Percent**
Comparable A	$41,777	$131.45	66.7%
Comparable B	$22,237	$81.49	91.4%
Comparable C	$0	$0.00	
Comparable D	$56,347	$211.49	79.6%
Comparable E	$40,649	$134.34	69.2%
Comparable F	$35,446	$156.19	83.1%
Comparable G	$23,640	$81.97	86.5%
Comparable H	$14,887	$57.21	66.3%
HOST high	$36,482	$133.96	74.9%
HOST average	$21,557	$80.37	73.5%
HOST low	$16,218	$59.95	71.4%
Projection:			**72.0%**

Source: Pinnacle Advisory Group

Other Operated Departments Expense

Other operated department expense for the proposed hotel consists of all costs associated with telephone and telecommunications expenses, as well as the sundry shop and guest laundry. Telecommunications expenses tend to outpace revenues generated and while other expenses such as vending, guest laundry and other miscellaneous tend to have more moderate costs. We have estimated an expense ratio of 65% for this department. The following table summarizes the data from the comparable hotel properties as well as data from the HOST Report.

Undistributed Operating Expense

Administrative and General Expense

Fixed administrative and general expenses include the salaries of the general manager, personnel and accounting staff, building security, licenses, administrative telephone, office supplies, travel costs and other miscellaneous expenses. Variable credit card commissions are also considered administrative and general expenses. In addition, to the extent that the property shares administrative staff and offices with other properties, the proposed hotel's share of the administrative office costs would be included in Administrative and General Expenses.

A&G expense for the comparable hotel properties ranged from a low of $2,377 per available room to a high of $10,749 per available room, while the HOST data suggest an expense range of $6,183 to $11,532

per available room. We have estimated an A&G expense of $3,800 per available room for the subject property, which results in a stabilized A&G expense equivalent to 7.4% of total revenues.

The following table summarizes the data from the comparable hotel properties as well as data from the HOST Report.

Administrative and General Expense Comparable Data (2015 $'s)			
Comparable Properties	**PAR**	**POR**	**Percent**
Comparable A	$10,740	$33.82	8.0%
Comparable B	$8,012	$29.36	9.5%
Comparable C	$7,377	$8.18	5.1%
Comparable D	$10,834	$40.66	7.6%
Comparable E	$9,997	$33.04	8.2%
Comparable F	$8,558	$37.71	9.5%
Comparable G	$9,252	$32.08	10.3%
Comparable H	$5,783	$22.22	8.5%
HOST high	$11,532	$42.35	8.4%
HOST average	$7,656	$28.55	7.9%
HOST low	$6,183	$22.95	7.6%
Projection:	**$3,800**		

Source: Pinnacle Advisory Group

Sales and Marketing Expense

Sales and marketing expenses include the payroll and related expenses and travel and promotional expenses incurred by the sales, marketing and public relations staff. It also includes collateral material, production and placement of advertising, guest loyalty programs, and any franchise affiliation fees. The following table summarizes the data from the comparable hotel properties as well as data from the HOST Report.

Sales and Marketing Expense Comparable Data (2015 $'s)			
Comparable Properties	**PAR**	**POR**	**Percent**
Comparable A	$5,902	$18.57	4.4%
Comparable B	$5,575	$20.43	6.6%
Comparable C	$3,831	$18.18	8.2%
Comparable D	$5,543	$20.81	3.9%
Comparable E	$5,872	$19.41	4.8%
Comparable F	$6,347	$27.97	7.1%
Comparable G	$5,060	$17.54	5.7%
Comparable H	$7,604	$29.22	11.3%
HOST high	$10,835	$39.82	8.7%
HOST average	$7,124	$26.48	7.5%
HOST low	$5,638	$21.41	6.1%
Projection:	**$3,900**		

Source: Pinnacle Advisory Group

As we have noted, our assumption is that the subject will operate as an independent hotel and we have estimated sales and marketing fees to reflect this assumption. While data from the comparable properties suggests a sales and marketing expense ranging from $3,831 to $7,604 per available room. Based upon our understanding of the various comparable hotels, coupled with the anticipated positioning of the hotel, we have estimated a sales and market expense equivalent to $3,900 per available room, which equates to a stabilized expense ratio of 7.6% of total revenues.

Property Operation and Maintenance Expense

This expense consists of the payroll for the engineering department, as well as expenses associated with the upkeep of the building, grounds and landscaping, painting, and maintenance of the electrical and mechanical systems within the property. The proposed hotel will be newly constructed, thus require fewer repairs than most of the benchmark properties. The following table summarizes the data from the comparable hotel properties as well as data from the HOST Report.

Property Operation and Maintenance Expense Comparable Data (2015			
Comparable Properties	**PAR**	**POR**	**Percent**
Comparable A	$3,295	$10.37	2.5%
Comparable B	$5,864	$21.49	6.9%
Comparable C	$1,183	$4.07	2.5%
Comparable D	$4,856	$18.23	3.4%
Comparable E	$3,457	$11.42	2.8%
Comparable F	$4,555	$20.07	5.1%
Comparable G	$5,854	$20.30	6.5%
Comparable H	$2,666	$10.24	3.9%
HOST high	$5,937	$21.80	4.7%
HOST average	$4,032	$15.05	4.2%
HOST low	$3,211	$11.87	3.9%
Projection:	**$2,100**		

Source: Pinnacle Advisory Group

We have estimated a maintenance expense of $2,100 per available room for the subject hotel, which equates to a stabilized expense equivalent to 4.1% of total revenues. Data from the comparable properties ranges from $1,183 to $5,864 per available room, while the HOST data ranges from $3,211 to $5,937 per available room. Our estimate accounts for the fact that the hotel will be newly constructed and should require less maintenance that an historic or converted property.

Utilities Expense

Energy expense includes the cost of electricity, gas, water and trash collection for the proposed hotel. The following table summarizes the data from the comparable hotel properties as well as data from the HOST Report.

Utilities Expense Comparable Data (2015 $'s)			
Comparable Properties	**PAR**	**POR**	**Percent**
Comparable A	$3,483	$10.96	2.6%
Comparable B	$2,745	$10.06	3.3%
Comparable C	$1,334	$4.59	2.9%
Comparable D	$7,905	$29.67	5.5%
Comparable E	$3,582	$11.84	2.9%
Comparable F	$4,565	$20.12	5.1%
Comparable G	$2,876	$9.97	3.2%
Comparable H	$2,910	$11.18	4.3%
HOST high	$9,953	$14.51	3.8%
HOST average	$3,033	$11.31	3.2%
HOST low	$2,546	$9.21	2.7%
Projection:		**$9.00**	

Source: Pinnacle Advisory Group

Data from the comparable properties ranges from $4.59 to $29.67 per occupied room. Our estimated

utilities expense of $9.00 per occupied room for the subject takes into account the newly constructed property and assumes that care is taken to construct the property in an energy efficient manner.

Management Fee

The management fee reflects the cost of having a third-party management company operate the hotel, which is common practice, employed by the typical hotel investor or developer. Industry standard for base fees charged by third-party management for this level of hotel property ranges from 2.0% to 5.0% of total revenues, depending on the complexity of the property, its revenue potential and other strategic considerations. For the purpose of this projection, we have assumed a market-based management fee equivalent to 3.0% of total revenues.

Real and Personal Property Taxes

In order to project the proposed subject hotel's assessed value we analyzed the assessments for a selection of the hotels in the competitive set.

Real Estate Taxes Analysis

	Subject Hotel	HGI	Courtyard	Doubletree	Hotel Zero	Even Hotel
Rooms	138	170	145	265	96	120
Land (acres)		0.84	3.46	3.21	1.69	2.05
Assessed Land		$776,130	$3,103,150	$2,919,010	$1,425,940	$1,823,370
Assessed Improvements		$9,806,350	$9,472,590	$10,055,930	$4,940,050	$5,574,880
Other Improvements						
Total Assessed Value	$0	$10,582,480	$12,575,740	$12,974,940	$6,365,990	$7,398,250
Assessed Value/Room	**$0**	**$62,250**	**$86,729**	**$48,962**	**$66,312**	**$57,351**

Source: City of Norwalk Assessor's Database

The properties shown above had an average current assessed value of $64,321 per room. We selected an assessed value of $64,000 per key to be in line with this average. As such, we have projected that the proposed subject hotel would be assessed at $8,832,000 based on its 138 room count. Based on the current tax rate of $25.50/$1,000, we believe that tax liabilities would be approximately $1,600 on a per available room basis in 2015 value dollars. We have assumed a 3.0% increase in tax liabilities each year.

Insurance

This expense reflects the cost of insuring the building and contents against casualties such as fires or storms, as well as theft, liability and other incidental lines of insurance. Deductible costs incurred against each line of insurance are also charged to this account. The following table summarizes the data from the comparable hotel properties as well as data from the HOST Report.

Insurance Expense Comparable Data (2015 $'s)			
Comparable Properties	PAR	POR	Percent
Comparable A	$1,542	$4.85	1.1%
Comparable B	$811	$2.97	1.0%
Comparable C	$484	$1.67	1.0%
Comparable D	$0	$0.00	0.0%
Comparable E	$1,057	$3.49	0.9%
Comparable F	$1,114	$4.91	1.2%
Comparable G	$391	$1.36	0.4%
Comparable H	$669	$2.57	1.0%
HOST high	$1,592	$5.85	1.3%
HOST average	$984	$3.68	1.0%
HOST low	$550	$2.03	0.7%
Projection:	**$600**		

Source: Pinnacle Advisory Group

We have estimated an insurance expense equivalent to $600 per available room for the subject hotel.

Reserve for Replacement

A provision has been made in our projection regarding a reserve for periodic replacement of furnishings, fixtures, and equipment (FF&E) as well as other short-lived items pertaining to the real property. The reserve for replacement is generally calculated as a percentage of gross revenue and is typically specified within the management agreement. Our projection of reserve for replacement is based upon what is considered to be industry standard. This expense is set at 3.0% of gross revenue for the first year of operation, 4.0% for the second year of operation and 5.0% annually thereafter.

Cash Flow Projections

Our projections for the proposed property are presented in the following table. From the 5th year onward, the financial projections progress at the stabilized level of business with the same 3.0% base rate of inflation applied across the board on all line items as we are not able to anticipate market or economic events that may occur in the more distant future.

Forecast of Income & Expense ($,000)
Proposed Boutique Hotel-South Norwalk, CT

Year (1)	2021		2022		2023		2024		2025	
Number of Rooms:	138		138		138		138		138	
Occupancy:	62%		67%		70%		70%		70%	
Average Rate:	$180.16		$185.58		$191.21		$196.95		$202.86	
	$	%	$	%	$	%	$	%	$	%
REVENUES										
Rooms	5,636	76.3%	6,246	76.7%	6,739	77.0%	6,941	77.0%	7,149	77.0%
Food and Beverage	1,511	20.5%	1,643	20.2%	1,751	20.0%	1,803	20.0%	1,858	20.0%
Other Operated Departments	236	3.2%	250	3.1%	263	3.0%	271	3.0%	279	3.0%
Total	7,383	100.0%	8,141	100.0%	8,753	100.0%	9,015	100.0%	9,286	100.0%
DEPARTMENTAL EXPENSES (2)										
Rooms	1,554	27.6%	1,660	26.6%	1,751	26.0%	1,803	26.0%	1,858	26.0%
Food and Beverage	1,128	74.7%	1,199	73.0%	1,261	72.0%	1,298	72.0%	1,338	72.0%
Other Operated Departments	156	66.1%	164	65.6%	171	65.0%	176	64.9%	181	64.9%
Total	2,838	38.4%	3,023	37.1%	3,183	36.4%	3,277	36.4%	3,377	36.4%
DEPARTMENTAL INCOME	4,545	61.6%	5,118	62.9%	5,570	63.6%	5,738	63.6%	5,909	63.6%
UNDISTRIBUTED OPERATING EXPENSES										
Administrative and General	582	7.9%	619	7.6%	651	7.4%	671	7.4%	691	7.4%
Sales and Marketing	597	8.1%	635	7.8%	668	7.6%	689	7.6%	709	7.6%
Property Operation and Maintenance	322	4.4%	342	4.2%	360	4.1%	371	4.1%	382	4.1%
Utilities	356	4.8%	376	4.6%	394	4.5%	406	4.5%	418	4.5%
Total	1,857	25.2%	1,972	24.2%	2,073	23.6%	2,137	23.6%	2,200	23.6%
GROSS OPERATING PROFIT	2,688	36.4%	3,146	38.7%	3,497	40.0%	3,601	40.0%	3,709	40.0%
MANAGEMENT FEES	221	3.0%	244	3.0%	263	3.0%	270	3.0%	279	3.0%
NON-OPERATING INCOME AND EXPENSES										
Property and Other Taxes	259	3.5%	266	3.3%	274	3.1%	282	3.1%	291	3.1%
Insurance	97	1.3%	100	1.2%	103	1.2%	106	1.2%	109	1.2%
Total	356	4.8%	366	4.5%	377	4.3%	388	4.3%	400	4.3%
EBITDA	2,111	28.6%	2,536	31.2%	2,857	32.7%	2,943	32.7%	3,030	32.7%
REPLACEMENT RESERVE	221	3.0%	326	4.0%	438	5.0%	451	5.0%	464	5.0%
EBITDA LESS REPLACEMENT RESERVE	1,890	25.6%	2,210	27.2%	2,419	27.7%	2,492	27.7%	2,566	27.7%

Notes:
(1) All years represent fiscal years beginning May 1 and ending April 31.
(2) Departmental expense ratios are expressed as a percentage of their respective departmental revenues.
(3) Income before other deductions such debt service, interest, depreciation, amortization, and income taxes.
(4) This forecast is intended to be read in conjunction with supporting documentation prepared by Pinnacle Advisory Group.
Unauthorized use or reliance on this forecast is prohibited by Pinnacle Advisory Group.

Source: Pinnacle Advisory Group

Final Conclusions

In 2014, Pinnacle conducted a comprehensive market demand study for this project, and we prepared facility recommendations. In this engagement, we recommended a nationally-branded, select-service hotel for several reasons: 1 the brand would provide additional occupancy, 2) a national brand would mitigate developer risk and likely be easier to finance, 3) a select service hotel would have better flow-through on revenues (higher NOI as a percentage of total revenue) than a full-service hotel, and 4) would cost less to build than a full-service hotel. In the current assignment, we have been asked to assume that the proposed hotel is built as a full-service, independent hotel, such as an Archer. The developer's rationale for this type of hotel is its ability to generate a higher average daily rate (ADR) and other revenues. Following the completion of this study, we agree that a full-service hotel could achieve a higher ADR; however, it would generate a lower net income as a percentage of total revenues, as compared to a nationally-branded, select-service hotel. Furthermore, per the development cost scenarios prepared by GPP, the cost to develop a full-service hotel is greater than a select service hotel.

This study does not contemplate the development of the Residence Inn, which is currently proposed for Norwalk, and therefore presents the best case scenario in terms of operating potential for the subject hotel. We believe that if the Residence Inn does move forward, it would have a detrimental effect on the operating potential of the subject hotel.

A comparison of Pinnacle's pro forma for the proposed hotel as an Archer (or similar) with the estimated development cost as prepared by GPP will likely prove that the project is not financially feasible.

Assumptions and Limiting Conditions

1. Our conclusions are explicitly based upon the assumptions that the proposed hotel is built as a 138-room independent, upper upscale, full-service hotel, such as an Archer or similar, and opens as of May 1, 2020. It is expressly understood that the conclusions of this analysis could change upon any deviation from this assumptions. The changes that might arise could be material.
2. This document is for internal use only, and it may be used in whole and not in part.
3. As in all studies of this type, the estimated results are based on the assumption of competent and efficient management and presume no significant change in the competitive position of the lodging industry, other than those specifically discussed within this report.
4. Estimated results are based on an evaluation of the present general economy of the area and do not take into account, or make provisions for, the effect of any sharp rise or decline in local or general economic conditions that may occur. There usually will be a difference between the estimated results and those actually achieved, as events and circumstances often deviate from expectations. Those differences may be material.
5. It is expressly understood that the scope of our study and resulting report does not include the possible impact of zoning or environmental regulations, licensing requirements or other such restrictions concerning the project except where such matters have been brought to our attention and are disclosed herein.
6. We have no obligation to update our findings regarding changes to the scope of the proposed development or changes in the market conditions subsequent to the completion of our fieldwork.
7. The information gathered during the course of the fieldwork and used in this analysis is assumed to be accurate.
8. No liability is assumed for matters legal in nature. Pinnacle Advisory Group cannot be held liable in any cause of action concerning this assignment for any compensatory dollar amount over and above the total fees collected from this engagement.
9. Any and all legal expenses incurred in the defense or representation of Pinnacle Advisory Group, its principals, and its employees will be the responsibility of the client.
10. We are not required to give testimony or attendance in court by reason of this assignment, with reference to the property in question, unless prior arrangements have been made and agreed to in writing.

Schedule B

NV5 Report:

SoNo Hotel – Preliminary Cost Analysis (January 20, 2017)

NV5

January 20, 2017

Mr. Timothy Sheehan
Executive Director
Norwalk Redevelopment Agency
125 East Avenue
Norwalk, CT 06856

RE: SoNo Hotel - Preliminary Cost Analysis

Dear Mr. Sheehan:

Thank you again for this opportunity to serve you, the City of Norwalk and the Norwalk Redevelopment Agency. As you know, our team has been working with GGP, VCC and CallisonRTKL to examine the proposed costs for the SoNo hotel. After an in depth analysis of the preliminary information provided, NV5 held a conference call with the team to address some questions that needed clarification. Following that call, additional/updated information was provided which has answered many questions and stirred some new ones. As a part of this analysis, more than just using local market and industry standards, we have informed our analysis utilizing real time data from several of our other hotel projects around the country and then adjusted those costs to the Norwalk, CT region.

At this time, we have additional issues to explore but present this report as a summary of efforts to date for review with you that will help determine the next steps going forward.

Documents reviewed for this evaluation:

a. Option 4B Archer Study
b. The SoNo collection Hotel Spec Outline 100%
c. The SoNo Collection Hotel 100% SD
d. The SoNo Hotel Framing & Foundation Package
e. SoNo Hotel Pro Forma GGP Estimate
f. SoNo Hotel Variance Template
g. VCC SoNo Hotel SD Budget 12-13-16

Based on this review, here is the summary of our analysis:

Construction Hard Cost Comments:

1. Podium & Lobby in GGP pro-forma estimate outlines $190K increase for Bloomingdales framing & $70K for additional sheer walls for a total of $260K. Going through the plans we do not see that much of an increase without more of break down.

2. An increase of $1.69M has been allocated for a 5-ft mat slab for foundation under hotel (page S1-112). If the hotel was not on top what would have been the foundation under Bloomingdales? The plans north and west of the hotel we see deepened foundations of 54"-52"-48" & 36". The added increase of $1.69M may be high given all the work that already needs to be done, if the hotel was not being constructed.

3. We assume VT stands for Vertical Transportation. The added cost for upgrades through Bloomingdales is $585K. Seems expensive to run shafts and wouldn't that be coveted in number 1, above?

4. There is an allowance of $400K for HVAC upgrades to accommodate Bloomingdales package units and tie into central plant. Not sure what this is, since the hotel appears to have its own HVAC units on the roof.

5. There is a $26,000 cost per stall for parking being allocated to the project. This totals $2.94M, for 113 stalls. Could this be reduced since the parking needs to be constructed for the mall?

6. Consideration should be given to the type and even an alternate material to the current exterior metal panels. This is a large cost and could help reduce the overall budget.

7. The column schedule it is calling out 6000 psi concrete, can 5000 psi be used?

8. Section 054100 Structural Metal Stud Framing: They want the fabricator to design the system and get a registered engineer to sign off. Would it be better for the Architect's Structural Engineer to do this?

9. Section 055100 Metal Stairs - indicates fabricator to design and stamp. We have only done this with specialty stairs. Seems it can all be rolled into one with the Architect Structural Engineer.

10. Section 055133 Metal ladders: Same as above.

11. Section 055813 Column Covers: Is this needed?

12. Section 092900 Gypsum Board: Same as above with wanting Contractor to Design framing and connections.

13. Section 093000 Tiling: Can epoxy be used back of house instead of tile at food service and kitchen?

14. Section 097219: Wall Coverings: They are calling out Custom graphics to be printed, this is every expensive. Can it be scaled back?

15. In the specifications, it calls out Interior plan sheets that we do not have. If we had them the interior could be better evaluated.

16. Lighting fixtures can always be reduced. Once this is developed, it should be reconsidered.

17. Will the team be utilizing Building Information Modeling (BIM). This could help reduce pricing.

18. Are the numbers in VCC SD Budget based on all union labor?

19. Will any of the subcontractors working on the project be from outside the Norwalk CT area (150-mile radius)? This could help expand coverage and improve pricing.

20. The price for the tower crane is that only for the hotel or are some of the cost with the mall (the erection/removal of the crane)?

21. Will the material hoist be used for the mall or only the hotel?

22. For the plumbing and fire sprinkler there is a premium for going up 6 levels. Can that price be broken out from the plumbing & sprinkler number?

23. Winter conditions do not appear to be included, can that be verified?

Construction Soft Cost Comments:

1. General Conditions are in line with industry standards for 10-12% of construction costs. A full evaluation of staffing and maybe some savings related to overlap with staffing on the mall project could yield a lower end cost for staffing and general requirements.

2. Permits and approvals – would there be a way to reduce or eliminate these costs with the City of Norwalk? Current budget is $15.26 for every $1K of construction costs for a total of $533K.

3. Should there be a contractor's fee on the FF&E?

4. Escalation seems reasonable given construction start. Could a GMP be set earlier to avoid escalation?

5. A hard cost contingency of 15% is higher than we'd suggest, given the level of the drawings. 5-10% seems to be more reasonable.

FF&E Comments:

1. Current budget for FF&E is $27,000 per key for a total of $3.78M. Based on experience with boutique properties, we typically see this in the range of $24,000 to $28,000 per key. This could be pressed some to see a $200-$300K savings.

Soft Cost Comments:

1. Are there fee proposals for the design services? The architectural fees could probably be reduced and structural appears high. We'd expect to see the design fees in the $2 - 2.5M range.

2. There is $700K for pre-opening expenses. It would be good to evaluate this with Archer Hotels to make sure there is not double up in the costs.

3. Development Fee of $1M, seems very reasonable. Our assumption is this is part of the development agreement with Norwalk.

Conclusion: TBD

We look forward to reviewing this analysis with you on Tuesday January 24th at 1pm.

Thank you,

Chris Guarino, LEED AP BD+C
Managing Director, NV5 Program Management

Schedule C

HR&A Advisors, Inc. Report:

Analysis of Office and Residential Uses in the SoNo Collection (April 12, 2017)

Analysis of Office and Residential Uses in the SoNo Collection

Norwalk, Connecticut

Prepared for:

General Growth Properties

April 13, 2017

Prepared by:

HR&A Advisors, Inc.

99 Hudson St, Third Floor

New York, NY 10013

HR&A Analyze. Advise. Act.

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General and Limiting Conditions

1. Any person who relies on or otherwise uses this Study is required to have first read, understood, and accepted the following disclosures, limitations, and disclaimers, and will, by reason of such reliance or other use, be deemed to have read, understood, and accepted the same.

2. HR&A Advisors, Inc. (HR&A) has been engaged and compensated by General Growth Properties (GGP) to prepare this Study. In preparing this Study, HR&A has used its independent professional judgment and skills in good faith, subject to the limitations, disclosures, and disclaimers herein.

3. This Study is based on estimates, assumptions and other information developed by HR&A based upon data provided by other parties. Every reasonable effort has been made to ensure that the data contained in this Study are accurate as of the date of this Study; however, factors exist that are outside the control of HR&A and that may affect the estimates and/or projections noted herein.

4. HR&A reviewed the information and projections provided by third parties using its independent professional judgment and skills in good faith, but assumes no liability resulting from errors, omissions, or any other inaccuracies with respect to the information provided by such third parties referenced in this Study.

5. HR&A also relied on data provided by or purchased from the CoStar Group, REIS, and General Growth Properties (as well as outside parties contracted by or affiliated with GGP). HR&A assumes no liability resulting from errors, omissions, or any other inaccuracies with respect to the information provided by these parties.

6. In addition to relying on data, information, projections, and forecasts of others as referred to above, HR&A has included in this Study estimates and assumptions made by HR&A that HR&A believes are appropriate, but HR&A makes no representation that there will be no variances between actual outcomes and such estimates and assumptions.

7. No summary or abstract of this Study, and no excerpts from this Study, may be made for any purpose without HR&A's prior written consent.

8. No opinion is intended to be expressed and no responsibility is assumed for any matters that are legal in nature or require legal expertise or specialized knowledge beyond that of a real estate and economic development consultant.

9. This Study is qualified in its entirety by, and should be considered in light of these General and Limiting Conditions. By use of this Study each party that uses this Study agrees to be bound by all of the General and Limiting Conditions stated herein.

I. EXECUTIVE SUMMARY

The purpose of this analysis is to analyze the office and multifamily residential markets in the City of Norwalk, Connecticut and evaluate the viability of new office or residential development within the planned Tower of GGP's SoNo Collection development in Norwalk. In order to determine the viability of office or residential uses, HR&A structured the analysis to consider the following:

- **Cost of Development** – HR&A reviewed construction cost estimates specific to the Tower component of the SoNo Collection project. For the purposes of this analysis, land costs were assigned fully to the retail portion of the project.
- **Market Conditions** - HR&A assessed current office and apartment conditions in Norwalk and the surrounding region to understand the demand for new space as well as the rent that could be attained to support each use.
- **Investment Feasibility** - Based on the cost of construction and current market conditions, HR&A evaluated the ability of the project to meet investment feasibility requirements for new development in Norwalk.

COST OF DEVELOPMENT

Given the complexity of integrating the retail portion of the project with the Tower, construction costs and timing for the Tower component of the SoNo Collection project are a far more significant factor than they would be for a single-use project. Due to infrastructure needs related to constructing a tower atop a parking garage and three-story retail building as well as concrete and steel construction methods necessitated by the height of the Tower, construction costs are expected to be higher than other recent or planned projects in Norwalk. The total cost of development for the Tower is approximately $45.9 million ($505 per gross square foot) for use as office space, and $38.4 million ($467 per gross square foot) for use as residential space. Moreover, the infrastructure and engineering supports for the project are carefully integrated into the retail portion of the project. As a result, significant costs associated with the Tower will be incurred in the first year of the project, while the space will not be available for leasing until approximately three years after commencement of construction.

HR&A reviewed these costs and timing estimates and believe that they are in line with expected construction costs and timing for a project of this nature in this location.

MARKET CONDITIONS

Current office market conditions in Southwest Connecticut do not support the development of speculative office space in the Tower. HR&A's analysis of the office market is consistent with our analysis completed for the Site in 2014. The market for new office space in Norwalk remains flat, with almost no new building activity, little rent growth, and relatively high vacancy. New development is unlikely to occur until a reasonable share of currently vacant space becomes occupied. HR&A estimates that the project can capture rent of roughly $35-$36 per gross leasable square foot, a small premium above the existing market for Class A space in Norwalk.

Current multifamily apartment market conditions suggest there is potential to support new multifamily residential development in Norwalk, but the pipeline of new supply will likely satisfy this demand. Inventory has increased rapidly in Norwalk and the surrounding area in recent years and new product has been absorbed well into the market. However, while the absorption of new units has been robust, market rent is well below that required to justify the cost of construction of the Tower portion of this project. HR&A estimates that the project can achieve a rental rate of approximately $2.48-2.60 per leasable square foot per month (roughly $30-$31 per square foot per year). As with the office assessment, these rents represent a small premium above the existing market to reflect new high-rise construction and a premium location.

INVESTMENT FEASIBILITY

HR&A's analysis of the potential cap rates (NOI/Cost of project) associated with either office or multifamily apartment uses in the Tower indicate that there is no market-driven scenario in which outside investment and development of the Tower is feasible. As currently conceived, the development of the Tower will require an outside investment and a development partner beyond GGP. GGP is focused solely on high-quality retail development, and mixed-use developments on this scale are generally only undertaken by GGP in partnership. Given the combination of the cost of the Tower, the need for immediate funding of those costs, and projected rents, the Tower as currently conceived cannot be developed with market-driven financing sources. HR&A assessed the overall market, and also established a cap rate hurdle for market-driven investment in both product types. Even under very aggressive scenarios, the project does not meet the required hurdle rate.

II. INTRODUCTION

HR&A Advisors, Inc. ("HR&A") was retained by General Growth Properties ("GGP") to analyze the office and multifamily residential markets in the City of Norwalk, Connecticut and assess the viability of new office or residential development as part of the company's planned SoNo Collection development (the "Site") in Norwalk. GGP is a real estate investment trust that owns, manages, and develops retail centers throughout the United States. As of 2017, GGP's portfolio consists of 127 retail properties with approximately 121 million square feet of retail space.

HR&A is a real estate, economic development, and public policy consulting firm with offices in New York City, Washington, D.C., Los Angeles, Raleigh, and Dallas. The firm has a longstanding specialty in real estate market analysis and has developed a deep understanding of market dynamics for office, residential, and retail development in Connecticut. The firm and its partners have provided services to projects throughout the state, including a previous market analysis for the Site in 2014 as well as for mixed-use development in New Haven, a strategic plan for retail development in South Norwalk, and economic and fiscal impact studies for municipalities and private developers throughout the State.

SITE HISTORY

GGP acquired a 12-acre assemblage located in the City of Norwalk in November, 2013. The Site is within the City's SoNo District, located south of Interstate 95 and north of the Pine Street Extension, between West Avenue and the Danbury Branch of the Metro-North Railroad. Although the Site is one of the largest urban development opportunities remaining in the State of Connecticut, it has had difficulty to this point attracting a developer to realize a development vision for the site.

GGP's current development plan for the site calls for approximately 835,000 square feet of mixed-use development, with the majority, more than 700,000 square feet, dedicated to retail use. The development will be a high-end, high-quality retail mall with a mix of aspirational luxury and lifestyle brands, and will be anchored by high-end department stores.

In addition to retail space, the current development plan also calls for a tower (referred to as "the Tower" throughout this memorandum) to be built above a parking garage and three floors of retail space. The Tower was originally planned as a hotel. However, that use was deemed financially infeasible under current hotel market conditions in Norwalk. In an effort to maintain a development program in line with the initial agreements with local authorities while not jeopardizing the financial viability of the SoNo project as a whole, GGP is now assessing the potential of office or residential space as an alternative use to occupy that space. HR&A's analysis is meant to provide an evaluation of the viability these uses within the Tower as currently designed.

METHODOLOGY AND ORGANIZATION

The purpose of this report is to update market analysis for the site conducted by HR&A in 2014 to reflect the current market environment and the current state of GGP's planned SoNo Collection project. Specifically, this analysis is meant to provide deeper understanding of the viability of approximately 80,000 – 90,000 square feet of either office or residential development in the

Tower portion of the SoNo Collection. This report does not attempt to render an opinion on the overall viability of new office or residential development within the City or the region, but is solely focused on the development of the office and residential products within the SoNo Collection project as currently designed and entitled.

In order to address the question of viability of these two types of development with the Tower, HR&A has organized this memorandum to address three related questions:

1) ***What is the cost to build either residential or office products within the Tower?*** HR&A has worked with cost estimates provided by GGP for hotel, office, and residential development in the Tower. The hotel development was subject to a detailed cost estimate provided by VCC, a contractor active both in the local market and nationally. The residential and office projects were not advanced to that level of design and costing, but estimates of construction costs have been developed by GGP and vetted by VCC. HR&A reviewed these estimates, considering primary drivers including allocation of parking spaces, required levels of finish, common spaces, and related items for each different use to verify that the cost estimates are reasonable given the specific requirements of the Tower.

2) ***What is the value of either residential or office development within the Tower?*** As further detailed within the memo, HR&A has conducted an analysis of current and planned development and leasing activity within the local and regional market areas. This market assessment considers both broad trends in rents, absorption, and construction, but also specific notable issues such as types of amenities or tenants that are driving market activity, relative strengths of local submarkets, and other key market factors.

3) ***What is the investment feasibility of residential or office development within the Tower?*** As currently conceived, the development of the Tower will require an outside investment and a development partner beyond GGP. GGP is focused solely on high-quality retail development, and mixed-use developments on this scale are generally only undertaken by GGP in partnership. Thus, the final question for this memorandum is to consider the potential for outside investment in either residential or office development in the Tower, given the costs and potential returns.

III. DEVELOPMENT COST ASSESSMENT

GGP provided HR&A with cost estimates for office and residential development of the Tower to be included as part of the assessment of overall project feasibility. These costs are based on detailed infrastructure costs provided by VCC, a contractor. Additional costs related to the level of finish, common spaces, and related items were estimated by GGP based on their market experience and have been vetted by VCC.

In order to assess the viability of uses specific to the Tower, construction costs for the Tower have been separated from the overall cost of development on the site. Tower costs include an allocation for associated parking spaces in the parking garage. The cost associated with the development of the Tower does not include any allocation for the cost of the underlying land. Land cost will be borne by the retail portion of the project, as allocation of any cost to the Tower would reduce returns and negatively impact feasibility.

CONSTRUCTION COST OF OFFICE TOWER

GGP's office development concept is planned as a five-story, 90,000 square foot office building to be constructed atop a portion of the retail mall. The office space would have a street level lobby and parking would be integrated within the larger parking structure for the entire development. The Tower would be built using concrete and steel, which is necessary based on the height of the structure as well as the infrastructure requirements of the overall development. The cost of development of the Tower is further complicated by the need to fully integrate the infrastructure and building systems of the Tower with the retail base below. As such, it is not possible to defer a decision about the viability of the Tower until after the retail project has begun construction.

Based on VCC input and GGP's estimates, the total cost of development for the Tower as office space is approximately $45.9 million, inclusive of both hard and soft costs. This equates to $505 per gross square foot in the building. Hard costs (including tenant improvements associated with any lease on the office portion) make up 79% of total project costs while soft costs account for 21%, as shown in **Figure 1**.

Figure 1: Total Construction Cost for Office Tower

Type of Cost	Cost	Percent of Total	Notes
Hard Cost	$36,173,697	79%	Per GGP and VCC
Soft Cost	$9,726,802	21%	Per GGP and VCC
Total	**$45,900,499**	**100%**	

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Construction Cost of Residential Tower

GGP's multifamily residential development concept option is planned as a six-story, 66-unit apartment building. As with the office concept, the Tower would be constructed atop the a portion of the retail mall, with a street level lobby and parking integrated within the larger parking structure. The Tower would be built using concrete and steel, which is necessary based on the height of the structure as well as the infrastructure requirements of the overall development. This construction method is atypical for new residential recently built or currently planned in Norwalk. Generally, new multifamily product in Norwalk is built with a concrete podium base on the first floor (or first two floors) with wood-frame construction on the floors above. This method of construction is less expensive than concrete construction and allows for greater cost efficiency.

Based on VCC input and GGP's estimates, the total cost of development for the Tower as apartments is approximately $38.4 million, inclusive of both hard and soft costs. This equates to $466 per gross square foot in the building, or about $581,000 per unit. Hard costs make up 88% of total project costs while soft costs account for 12%, as shown in **Figure 2.**

Figure 2: Total Construction Cost for Residential Tower

Type of Cost	Cost	Percent of Total	Notes
Hard Cost	$33,730,873	88%	Per GGP and VCC
Soft Cost	$4,609,844	12%	Per GGP and VCC
Total	$38,340,717	100%	

Development Cost Assessment

HR&A believes the construction cost estimates for the Tower as both residential and office uses are in line with expected costs for this type of construction in this location. HR&A reviewed development cost estimates, provided by GGP, considering primary drivers including allocation of parking spaces, required infrastructure needs, and related items specific to office and residential use. Based on HR&A's extensive experience reviewing and modeling project costs for development both across the country and more locally in Connecticut and New York, we believe that these costs are in line with expected construction costs for concrete construction in Southwest Connecticut, and reflect the appropriate allocation of costs and level of finish associated with the SoNo Collection.

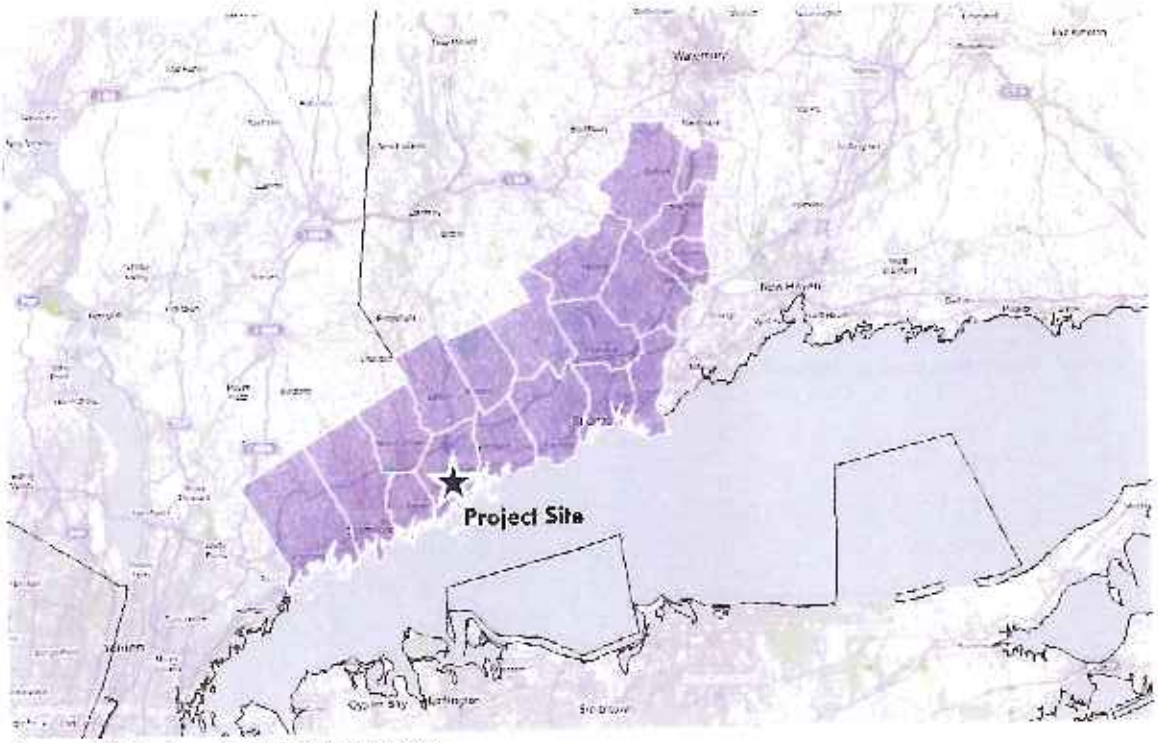
IV. MARKET CONDITIONS ANALYSIS

OFFICE MARKET

HR&A examined office market dynamics at both the regional and the local level since office tenants considering office space in the area will likely be considering competing submarkets along the I-95 Corridor in Southwestern Connecticut. It is therefore critical to examine regional market trends in order to understand the relative positioning of Norwalk office space in the regional market.

For the regional market, HR&A examined a broader study area which includes the City of Norwalk as well as the cities/towns of Ansonia, Beacon Falls, Bridgeport, Darien, Derby, Easton, Fairfield, Greenwich, Monroe, New Canaan, Norwalk, Oxford, Seymour, Shelton, Stamford, Stratford, Trumbull, Weston, Westport, and Wilton, which collectively form the Southwest Connecticut Workforce Investment Area as defined by the Connecticut Department of Labor.

Figure 3: Regional Study Area



Source: ESRI Business Analyst, HR&A Advisors

HR&A defined the local study area as the City of Norwalk.

Figure 4: Local Study Area

Source: ESRI Business Analyst, HR&A Advisors

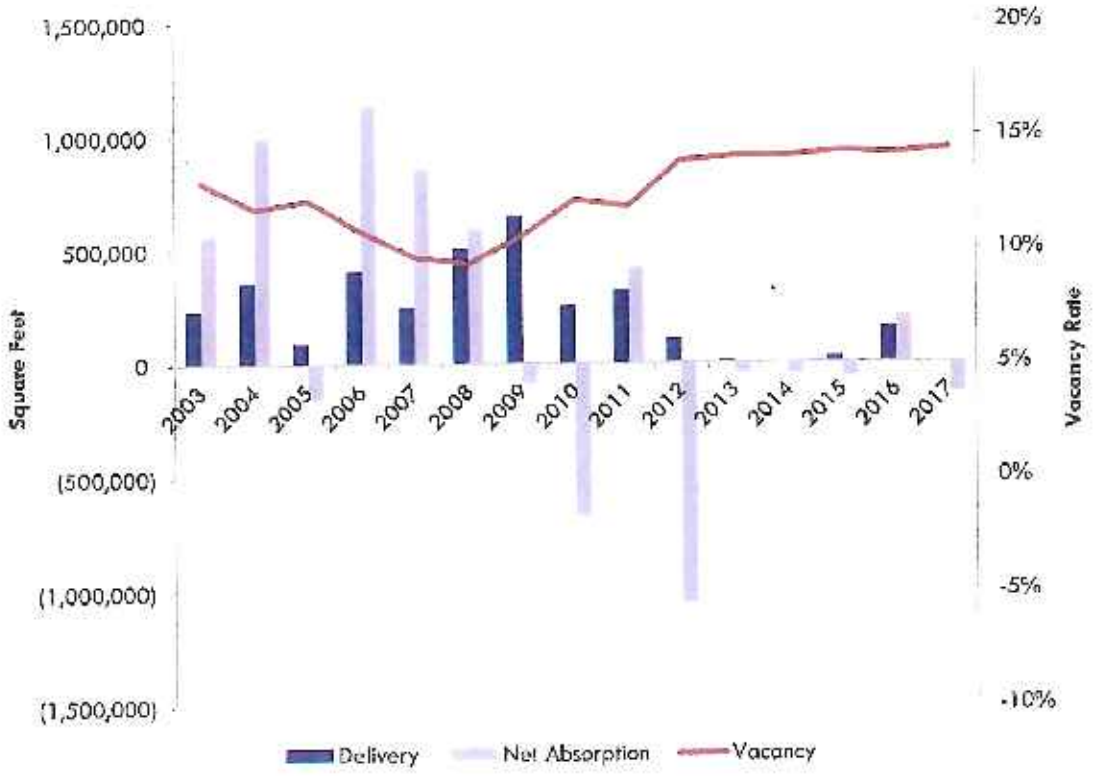
SOUTHWEST CONNECTICUT MARKET TRENDS

Overall Regional Office Market Conditions

Southwest Connecticut has a total office inventory of 57.7 million square feet. As shown in **Figure 5**, activity in the Southwest Connecticut office market has been muted in recent years. Since 2013, the region has experienced net absorption of negative 96,000 square feet and only one notable office building has been delivered. In Trumbull, 100,000 square feet of medical office space operated by Yale New Haven Health was completed in 2016. No speculative or non-medical office space has been built in the region in recent years.

With little new product coming online and slightly negative absorption of space, vacancy has remained flat since 2013. As of 2017, vacancy in the Southwest Connecticut region is 14.4%, above the 20-year long-term average of 11.5%.

Figure 5: Southwest Connecticut Office Delivery, Absorption, and Vacancy



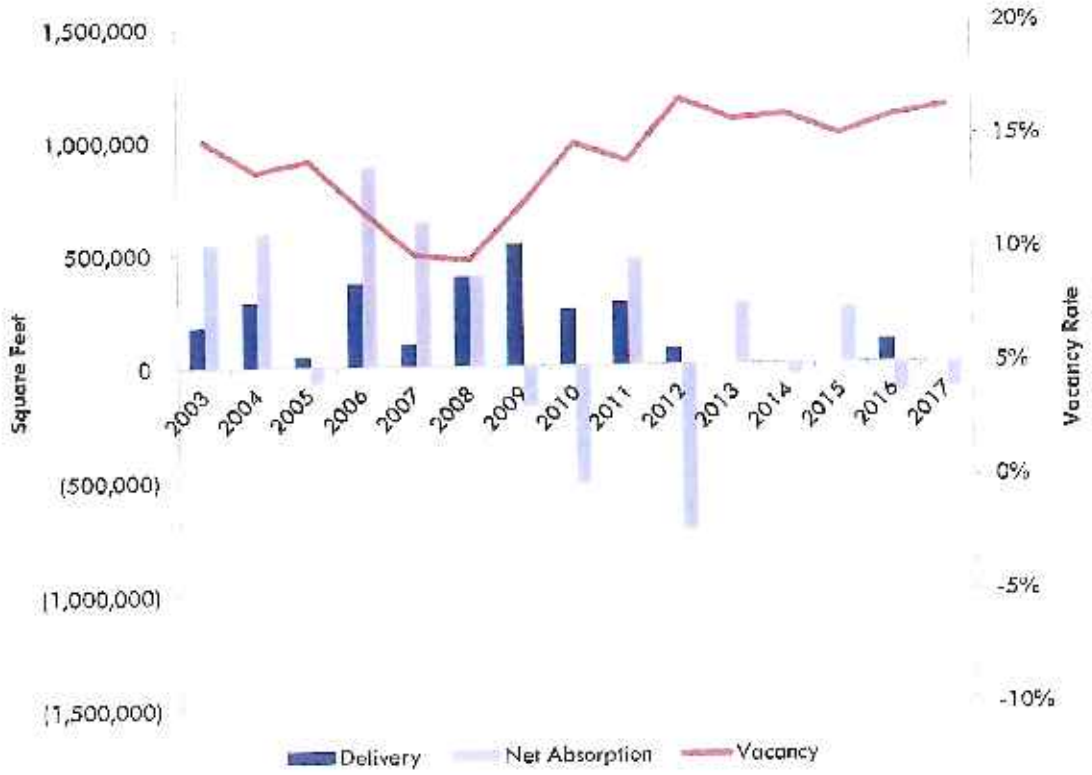
Source: CoStar, HR&A Advisors

Regional Class A Office Market Conditions

Class A space comprises just shy half of the regional office inventory, with a total 28.5 million square feet. As with the overall office market, activity has been muted in recent years, as reflected by only one new office delivery and limited absorption. However, unlike the overall market, absorption of Class A space has been slightly positive since 2013, with 210,000 square feet of space absorbed in that time, as shown in **Figure 6**.

The vacancy rate for Class A space in the region is currently 16.3%, above the overall office market vacancy of 14.4% and the 20-year long-term average for Class A space in the region of 12.7%. New buildings will compete with more than 4.6 million square feet of vacant space, which presents challenges to any new development that is not build-to-suit or pre-leased to an anchor tenant. As a result, there are no significant projects currently under construction in the region.

Figure 6: Southwest Connecticut Class A Office Delivery, Absorption, and Vacancy



Source: CoStar, HR&A Advisors

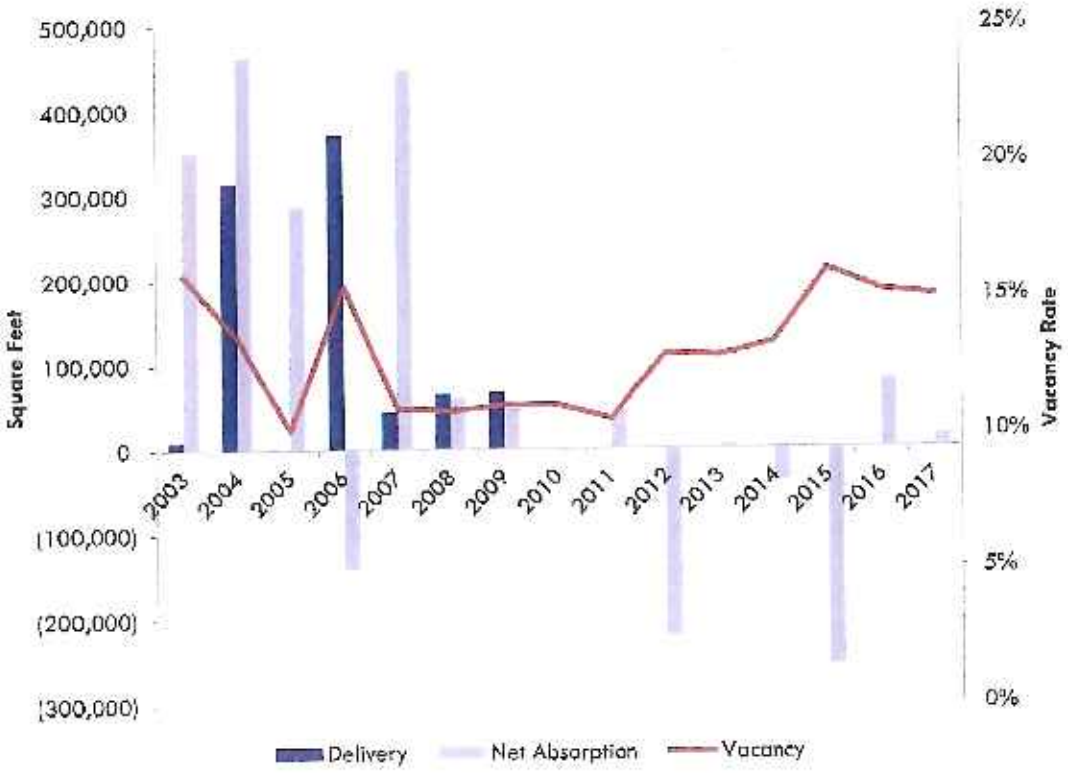
Norwalk Market Trends

Overall Norwalk Office Market Conditions

The Norwalk office market faces challenges similar to the rest of the region. The City has a total office inventory of 9.5 million square feet of office space, which accounts for approximately 17% of the regional inventory. No significant buildings have been constructed in Norwalk since 2006, when 901 Main Street, a Class A building, was completed.

Since 2013, the market has seen negative absorption of 190,000 square feet. Negative absorption in Norwalk during that period fully accounts for the negative absorption in the region during the same period. Vacancy has increased from a cyclical low 11.5% in 2011 to 15.0% as of 2017.

Figure 7: Norwalk Office Delivery, Absorption, and Vacancy



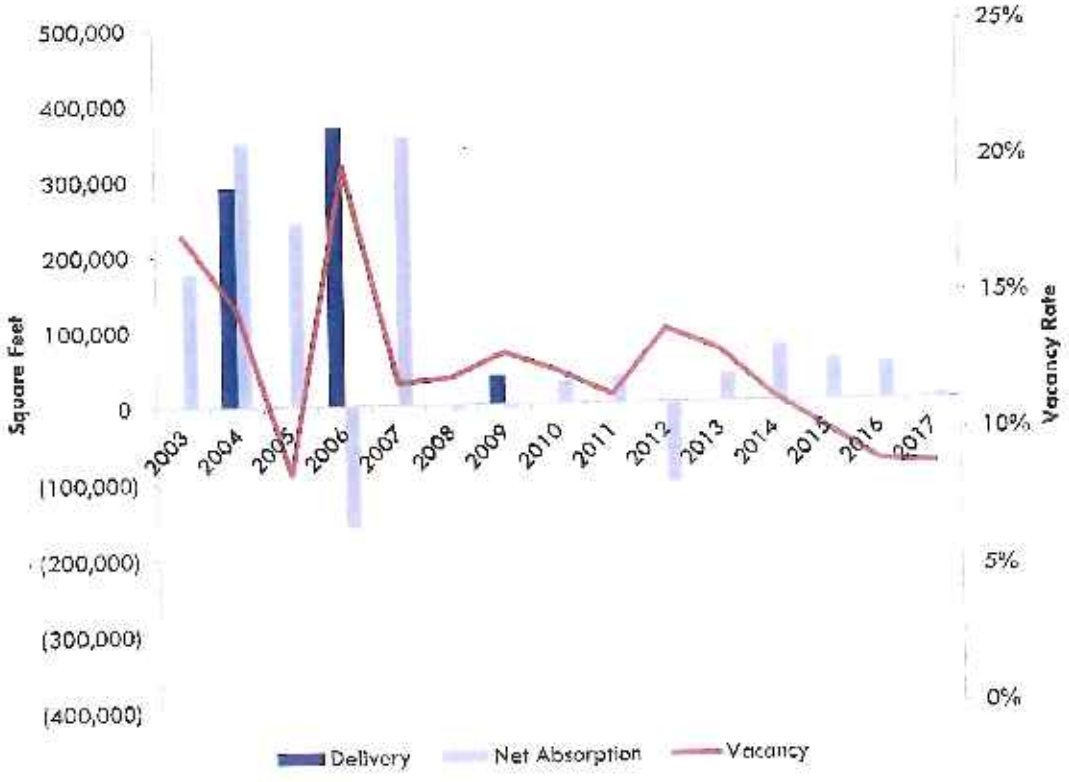
Source: CoStar, HR&A Advisors

Regional Class A Office Market Conditions

Unlike the remainder of the office market, Class A space in Norwalk has fared relatively well in recent years. There has been a net absorption of 220,000 square feet of office space in Norwalk since 2013 and vacancy has decreased to 8.8% as of 2017, the lowest level seen since 2005.

However, despite these positive signs, a number of challenges remain. There have been no notable deliveries of office space in more than a decade and challenges in the broader office market are likely to continue to make new development difficult. Despite low vacancy for Class A space in Norwalk, elevated vacancy of all office space elsewhere in Norwalk and in the region will make it difficult for new development in SoNo to compete financially with other areas. Additionally, the broader market challenge associated with high vacancy in the region suggests that it is unlikely that the region will see meaningful rent growth in the near future.

Figure 8: Norwalk Class A Office Delivery, Absorption, and Vacancy

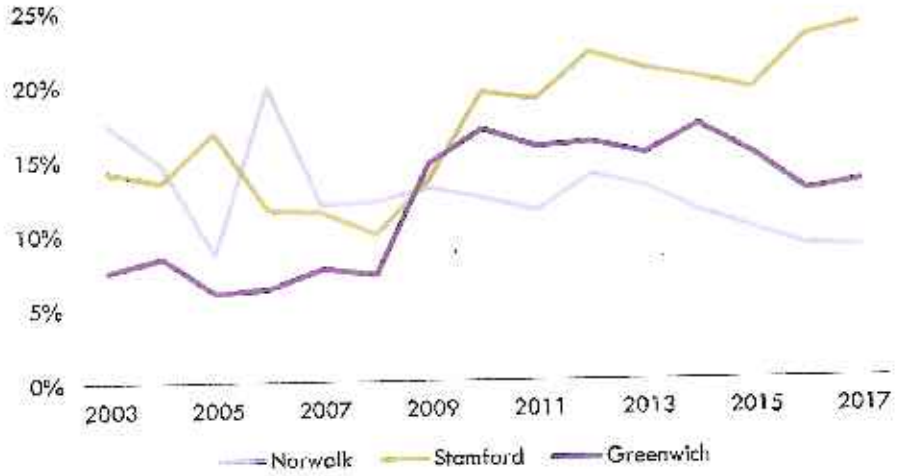


Source: CoStar, HR&A Advisors

Submarket Comparison

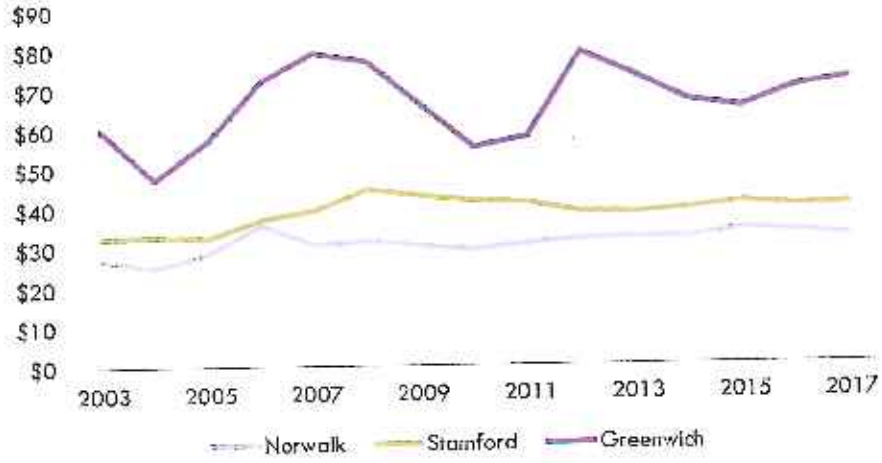
Though Norwalk fares better than other submarkets in the region when considering vacancy, conditions for new development are more challenging due to rents that are significantly lower than nearby submarkets, as shown in **Figure 9** and **Figure 10**. Class A space in Norwalk currently rents for approximately $32 per square foot. Stamford, which is the largest submarket in the region with 14 million square feet of Class A space, has a higher vacancy rate than Norwalk (23.8%), but commands higher rents of $40 per square foot. Greenwich, which has a Class A vacancy above 13%, commands office rents of $72 per square foot. Average Class A rents in Greenwich are more than double those of Norwalk, reflecting the presence of location-sensitive and high-value financial services firms.

Figure 9: Southwest Connecticut Class A Vacancy by Submarket



Source: CoStar, HR&A Advisors

Figure 10: Southwest Connecticut Class A Rents by Submarket



Source: CoStar, HR&A Advisors

Office Market Conditions Summary and Conclusions

Absorption has been very limited in the region in recent years due to limited demand for new office space. As a result of this weak demand, there has been very little new construction and vacancy has remained elevated above the historic average. Moving forward, with the exception of build-to-suit or pre-leased projects, there is unlikely to be new construction in Norwalk or the broader region until vacancy across the region decreases. Further, any speculative office development in the SoNo Collection is likely to result in vacancy elsewhere within the submarket as tenants "trade up".

To further compound the softness of the market, outside of Greenwich, rental rates have been flat. Rental rates for Class A space is Norfolk are lower than neighboring submarkets, and have remained relatively flat. This presents an added challenge for new office development in the SoNo Collection.

HR&A estimates the feasible market rent for an office use in the SoNo collection would be $34 to $35 per gross leasable square foot. Given the small rent premium generally associated with new construction and the anticipated amenities available to office tenants in the Tower, HR&A anticipates that the Tower can garner a market premium above current Class A rents in Norwalk of approximately five to ten percent. This translates to an additional roughly $1.60 to $3.20 per square foot in rent per year.

Multifamily Apartment Market

HR&A examined residential market dynamics at the submarket level, defined as West Fairfield County for the purposes of this memorandum, as well as for a specific set of comparable properties in Norwalk. Because potential residents considering an apartment in Norwalk are likely to target the broader submarket area in their housing search, it is critical to understand apartment market conditions in this larger area. Information on the identified set of comparable properties in Norwalk can then be applied and interpreted within the understanding of conditions in the broader submarket.

Since residents considering multifamily units are more likely to consider a smaller geographic area than office tenants seeking office space, the area of analysis used by HR&A in the multifamily residential analysis is smaller than the regional market identified in the office analysis.

In addition to the City of Norwalk, the West Fairfield County submarket includes the cities/towns of Darien, Greenwich, New Canaan, Stamford, Westport, and Wilton.

Figure 11: Multifamily Residential Study Area – West Fairfield County

Source: ESRI Business Analyst

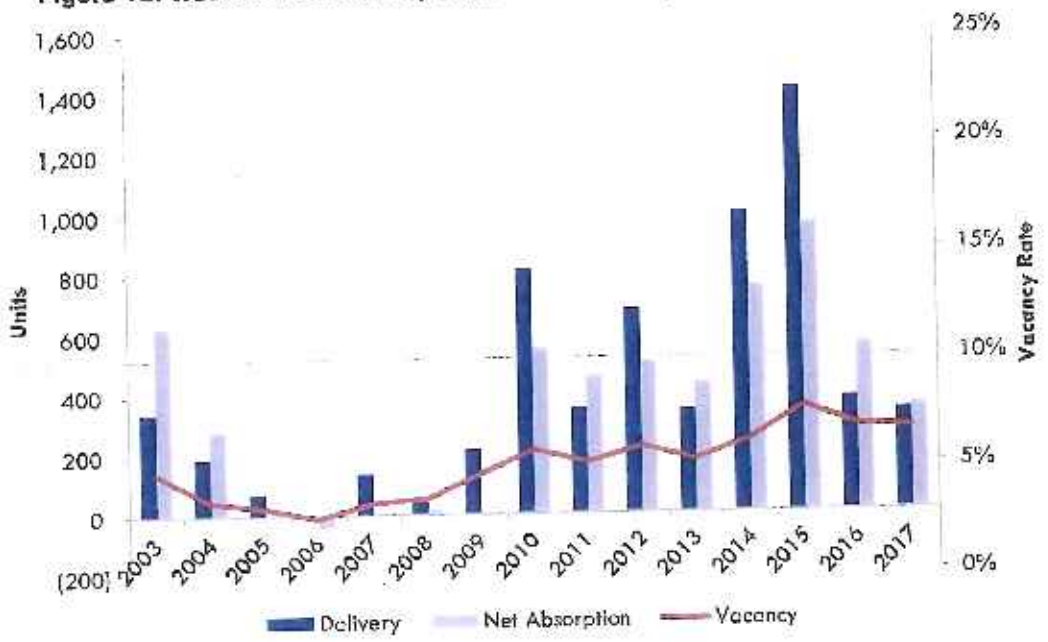
WEST FAIRFIELD SUBMARKET TRENDS

Overall Submarket Multifamily Residential Market Conditions

West Fairfield County has an inventory of 25,000 multifamily apartment units, which has grown rapidly in recent years. As shown in **Figure 12**, approximately 5,300 units have been built since 2010, representing 21% of the total stock of multifamily apartment units. In 2015 alone, more than 1,400 new units were completed in the submarket.

Despite construction of a large number of units, vacancy has only increased slightly, reflecting the healthy absorption of the new multifamily product. Vacancy is currently slightly elevated relative to historic trends at 6.6%, above the 5.0% vacancy rate that is generally considered healthy by industry standards. However, elevated vacancy is mostly a product of new units that have been delivered that are still in the process of initial lease-up.

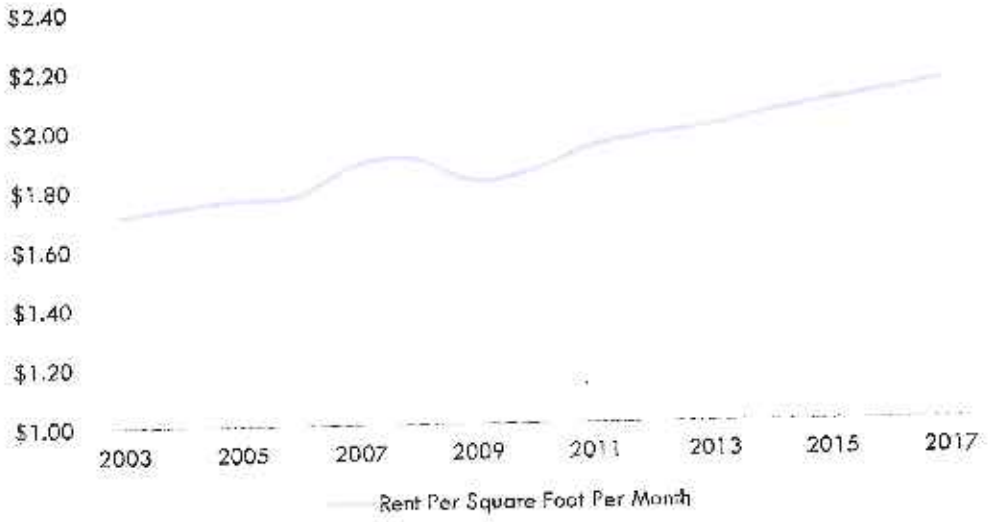
Figure 12: West Fairfield County Apartment Delivery, Absorption and Vacancy



Source: REIS, HR&A Advisors

Rental pricing for multifamily units has increased steadily in recent years. Since 2003, average asking rents for multifamily apartments across all classes in the submarket have increased from $1.71 per square foot to $2.15 per square foot, representing a 1.8% rate of growth annually.

Figure 13: West Fairfield County Apartment Asking Rents



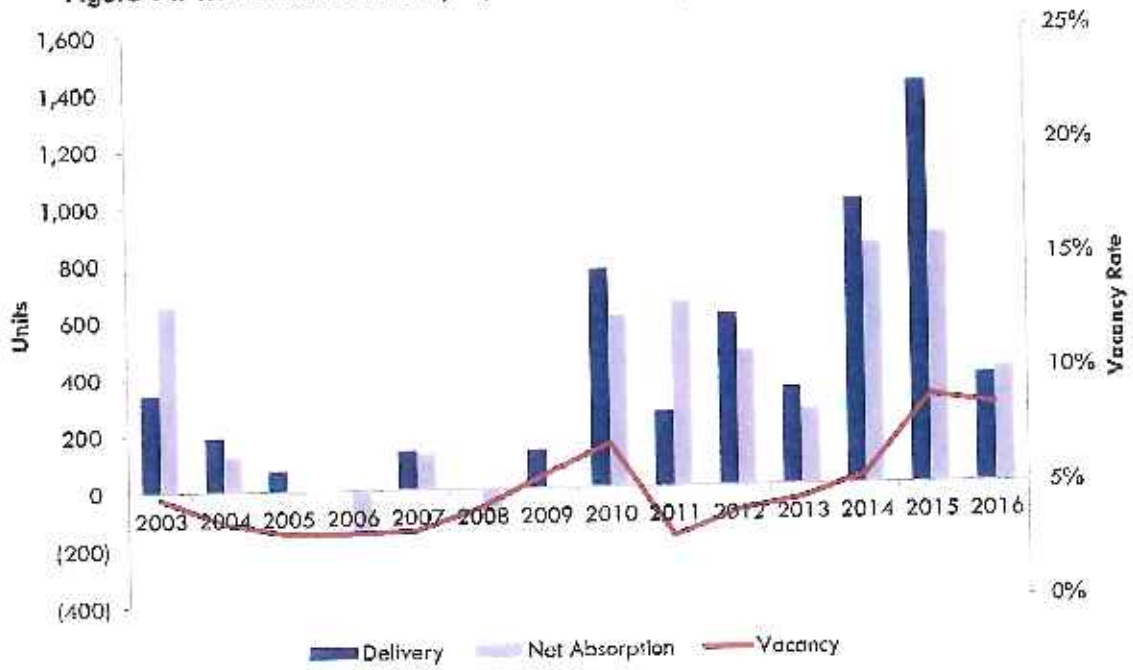
Source: CoStar, HR&A Advisors

Submarket Class A Multifamily Residential Market Conditions

The Class A multifamily market shows much of the same strength seen in in the overall market. Construction and absorption have both progressed at record paces since 2010. The total inventory of Class A units is 13,700 as of 2017, meaning that Class A units comprise more than half of the overall multifamily apartment market. The 4,700 Class A units delivered since 2010 represent more than one third of the total Class A stock in the submarket. Though the number of new units completed in 2016 represents a drop off from the historic growth in 2014 and 2015, production and absorption are still healthy.

The vacancy rate of Class A units is currently 8.4%, higher than the market as a whole. This increase is correlated with the delivery of a substantial amount of new development in 2014 and 2015. Many of these new properties are still in the initial lease-up phase.

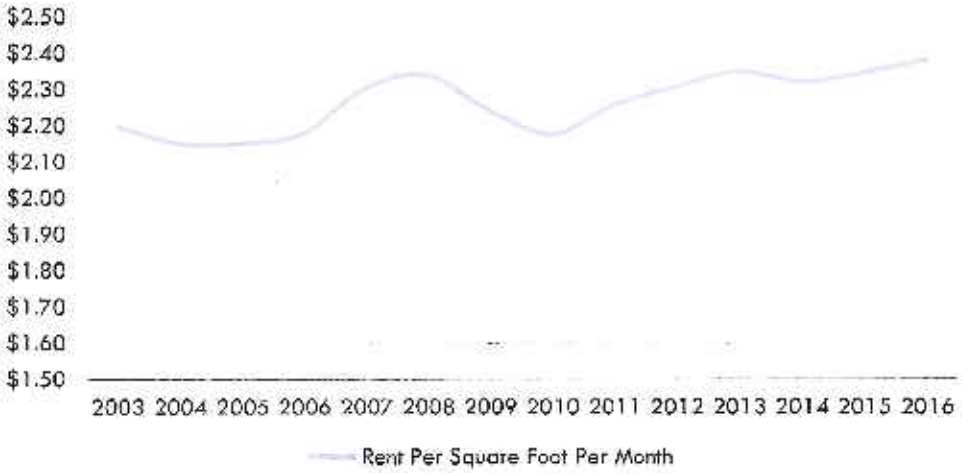
Figure 14: West Fairfield County Apartment Delivery, Absorption and Vacancy



Note: Data not available for 2017
Source: REIS, HR&A Advisors

Class A units have an average asking rent of $2.35 per square foot as of 2016, which is 9% higher than the overall market average asking rent of $2.15 per square foot. Since 2003, average asking rents have increased from $2.20 to $2.38 per square foot, which translates to an average annual growth rate of 0.6%.

Figure 15: West Fairfield County Apartment Rents – Class A



Note: Data not available for 2017
Source: REIS, HR&A Advisors.

Submarket Construction Pipeline

While absorption of new units has been healthy and conditions suggest there is additional demand for multifamily units, that demand is being met by a large amount of new construction in the submarket. There are currently 12 projects under construction that will bring 1,575 new units to market in 2017 and 2018. The submarket is on pace to deliver the second-largest number of units ever in 2017, surpassed only by the more than 1,400 units delivered in 2015. Within Norwalk, there are 206 units under construction across three projects.

Figure 16: Multifamily Apartment Properties Currently Under Construction in West Fairfield

Property	Units	Location	Expected Completion
Metro Green Residences - Phase II	155	Stamford	2017
1 Bates Ct	40	Norwalk	2017
504 Glenbrook Rd	44	Stamford	2017
Head of the Harbor South	60	Norwalk	2017
Beacon Hill II	9	Greenwich	2017
Park 215	78	Stamford	2017
Summer Place	48	Stamford	2017
Wall Street Place	106	Norwalk	2017
Harbor Point	392	Stamford	2017
Park Square West Phase IV	209	Stamford	2017
Baypointe	109	Stamford	2018
Atlantic Station Phase I	325	Stamford	2018
Total	**1,575**		

Source: CoStar, HR&A Advisors

In addition to project currently under construction, there are a number of new projects in the pipeline to absorb near- and mid-term demand. As of the first quarter of 2017, there are just under 3,000 new units in planning stages in the submarket, as shown in **Figure 17.** This represents multiple years worth of new supply based on historic absorption trends in the submarket. While it is unlikely that all of these projects will actually be built, the size of the pipeline indicates competitiveness in the market and the active response of developers to meet existing demand in the market.

Figure 17: Planned Multifamily Properties in West Fairfield, 2017

Property	Units	Location	Expected Completion
URL Stamford	636	Stamford	2018
Washington Village Redevelopment	273	Norwalk	2018
37 Dyke Ln	435	Stamford	2019
Grist Mill Village- Building A	231	Norwalk	2019
Grist Mill Village- Building B	231	Norwalk	2019
Grist Mill Village- Building C	250	Norwalk	2019
Highpointe	278	Norwalk	2019
Davenport Landing	167	Stamford	2019
Stamford Landing Apartments	108	Stamford	2019
702-708 Steamboat Rd	8	Greenwich	2019
Atlantic Station Phase II	325	Stamford	2021
Total	**2,942**		

Source: CoStar, HR&A Advisors

NORWALK COMPARABLE PROPERTIES

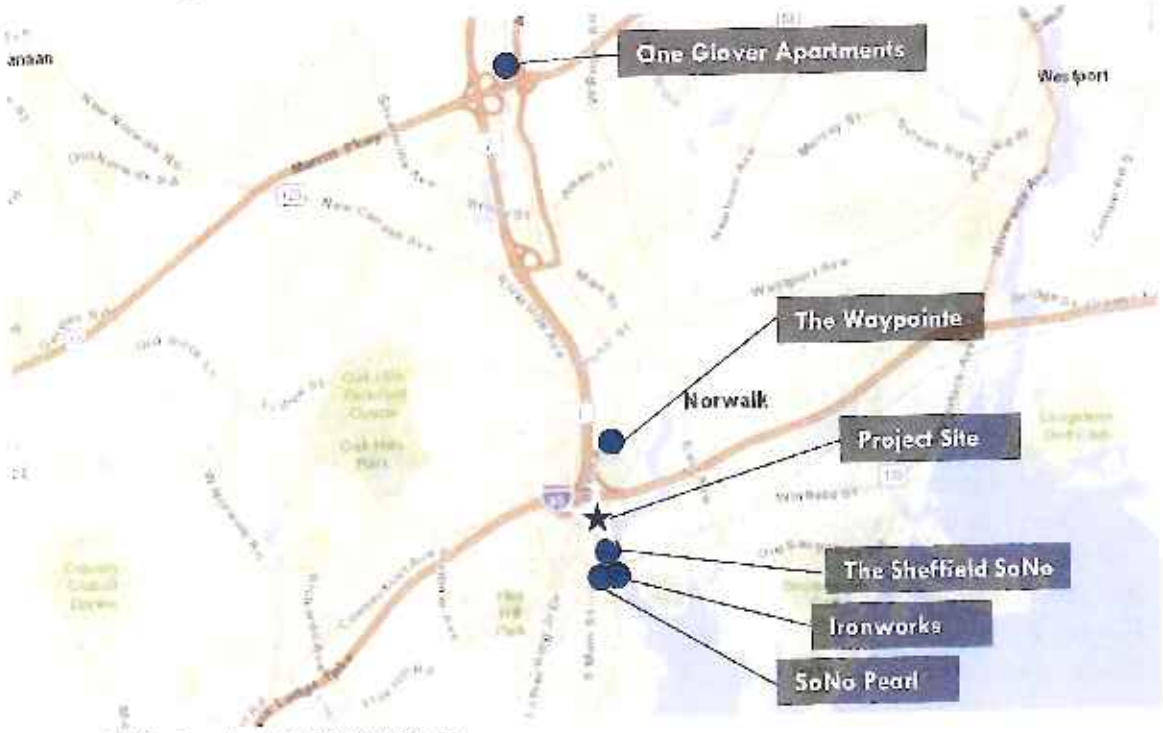
Within Norwalk, new multifamily development has mirrored the growth seen in the broader submarket, with a number of new Class A properties built in recent years. HR&A identified five properties in Norwalk to serve as comparable projects for the Tower proposed as part of the SoNo Collection. These properties were built between 2007 and 2017 and represent the Class A multifamily product most in-line with residential development at the Tower of the SoNo Collection. **Figure 18** provides information on the projects included as comparable properties and **Figure 19** shows their location relative to the SoNo Collection site.

Figure 18: Comparable Multifamily Apartment Properties in Norwalk

Property	Location	Total Units	Year Built
The Sheffield SoNo	55 N Water St.	135	2007
One Glover Apartments	1 Glover Ave.	117	2015
Ironworks SoNo	20 N Water St.	97	2014
SoNo Pearl	99 Washington St.	55	2016
The Waypointe	515 West Ave.	415	2015
Total		**819**	

Source: REIS, HR&A Advisors

Figure 19: Comparable Multifamily Apartment Properties in Norwalk



Source: ESRI Business Analyst, HR&A Advisors

The average market rate effective rent for all comparable properties is $2.35 per square foot, as shown in **Figure 20.** SoNo Pearl has the highest rent per square foot in Norwalk. However, this is largely a product of a small average unit size at that property. The total effective rent per unit at SoNo Pearl is actually below the comparable property average of $2,420 per month. The property with the highest effective rent per unit is Ironworks SoNo, which averages $2,869 per month in effective rental income.

All property-specific pricing is shown as effective rents rather than asking rents, which provides greater detail on the actual rents being captured at each property. As of the first quarter of 2017, average concessions offered for the set of Norwalk comparable properties is 2.1% of the asking price, indicating confidence in the ability of properties to maintain low vacancy.

Figure 20: Vacancy, Unit Size, and Rent of Comparable Properties, 2017

Property	Vacancy	Average Unit Size (SF)	Average Effective Rent Per Unit	Effective Rent Per Square Foot
The Sheffield SoNo	3.7%	957	$2,387	$2.49
One Glover	2.6%	785	$1,937	$2.47
Ironworks SoNo	3.1%	1,026	$2,869	$2.80
SoNo Pearl	74.5%	744	$2,181	$2.93
The Waypointe	6.5%	1,213	$2,483	$2.05
Total/Average	**9.6%**	**1,056**	**$2,420**	**$2.35**

*Project is still in initial lease-up
Source: REIS, HR&A Advisors

One-bedroom and two-bedroom units make up the majority of units in comparable properties, together accounting for 88% of total units. As shown in **Figure 21**, one-bedroom units have an effective rent of $2.48 per square foot, while two-bedroom units have an effective rent of $2.23 per square foot. The average effective rent is $2,088 per month for one-bedroom units and $2,798 per month for two-bedroom units.

Figure 21: Summary of Conditions by Bedroom Type for Comparable Properties, 2017

	Units	Average Unit Size	Average Effective Rent per Unit	Effective Rent Per Square Foot
Studio	44	569	$1,644	$2.91
1BR	376	842	$2,088	$2.48
2 BR	342	1,258	$2,798	$2.23
3 BR	57	1,638	$2,943	$1.80
Total/Average	**819**	**1,056**	**$2,420**	**$2.35**

Source: REIS, HR&A Advisors

Residential Market Conditions Summary and Conclusion

Absorption has been high in the West Fairfield submarket in recent years as inventory has grown rapidly. Vacancy, although slightly elevated relative to the five percent vacancy rate considered normal for apartment markets, remains healthy given the number of the new projects being delivered. Current conditions support the development of new apartment units in the submarket, but the pipeline of under construction and planned units will absorb this demand.

Although rent growth has been limited since 2003, averaging an annual growth rate of 0.6% per year, rents are still high enough to support the development of new properties. This is evidenced by the large number of new projects that have been constructed in recent years, and in the robust pipeline in both Norwalk and the broader submarket. Most new projects in Norwalk are being constructed using a concrete podium base with wood-framing on upper floors.

HR&A estimates the achievable effective rent for market rate residential units in the SoNo Collection would be $2.48 to $2.60 per leasable square foot for market rate units. Current market rents for comparable Class A properties in Norwalk suggest an achievable market rent of $2.48 per leasable square foot for one-bedroom units and $2.23 for two-bedroom units. However, due to higher quality construction of the SoNo Collection project, proximity to high-quality retail amenities, and a small premium generally associated with new construction, HR&A expects that new apartment units there could garner a premium above current average Class A rents in the Norwalk submarket of approximately five to ten percent. Given the proposed unit mix for the SoNo Collection, this premium translates to an additional $0.11 to $0.23 per square foot per month in rent above current market rents.

Figure 22: Estimated Achievable Rents for the SoNo Collection Residential Units

	Number of Units	Current Class A Rents	Low-End Premium (5% Price Premium Above Class A Rents)	High-End Premium (10% Price Premium Above Class A Rents)
1 BR units	36	$2.48	$2.60	$2.73
2 BR units	30	$2.23	$2.34	$2.45
Total	**66**	**$2.37**	**$2.48**	**$2.60**

Note: All rents shown are based leasable square footage.

Source: REIS, HR&A Advisors

V. FINANCIAL FEASIBILITY

The final question that HR&A has been asked to consider is the potential for outside investment the Tower as either residential or office space, given the likely costs and potential returns. This analysis relies on HR&A's findings related to current market conditions and development costs of the Tower.

In order to assess the feasibility for outside investment, HR&A has relied on comparisons of the capitalization rate of project relative to market standards for investments in similar types of real estate assets in other markets. This approach rests on several important assumptions:

1) ***The Tower portion of the project should stand alone from a financial analysis perspective.*** The design of the SONO project is such that the Tower portion of the project sits atop a parking garage and three stories of retail space. GGP, as a retail REIT, is responsible for the successful development, tenancy, and management of that retail program (along with associated parking and common space). The Tower development is subject to the same requirements for financial performance as the retail portion, and must be attractive to an outside developer and/or investors.

2) ***GGP is willing to subsidize the Tower by ascribing no cost to the underlying land.*** GGP has invested significant financial and other resources in the purchase, preparation, and entitlement of the underlying land. In order to encourage the development of the Tower, GGP is prepared to remove any land cost burden from the Tower portion of the project, which significantly reduces the cost of Tower development. Allocation of any land cost to the Tower would reduce returns and negatively impact feasibility.

3) ***Developers and investors in the Tower will be firms with numerous options for how to invest their time and money, and so feasibility of investment should be assessed as compared to other investment opportunities.*** HR&A is not aware of any "captive" potential investor, who would somehow be restricted from investing in other opportunities, or incentivized to invest in the SoNo Collection in particular. As a result, the analysis of the feasibility of investment in the Tower rests on the consideration of whether the potential investment offers a potential return and risk profile that is at least comparable to (if not better than) competing opportunities.

CAPITALIZATION RATE

Given the assumptions above, HR&A has utilized the capitalization rate ("cap rate") as the best metric for assessment of investment feasibility. Cap rates are a widely-used metric for assessing real estate investments and comparing them in an apple-to-apples manner. Generally, the cap rate is defined by the following formula:

Capitalization Rate = Annual Net Operating Income (NOI)/ Project Cost *(or value)*

In this formula, the cap rate is a ratio between the cost of the project and the stabilized annual income generated after operating expenses, taxes, and other related expenses. The cap rate is a

measure of the return to the investors. A higher cap rate is generally associated with a riskier investment and a lower cap rate is generally associated with a safer investment.

For many individual investors and developers, projects are considered in terms of Return on Investments (ROI), which is a similar metric of return on cost, though one which can capture more nuanced matters of debt and time.

For the purposes of this analysis, HR&A has relied on the cap rate as the most effective threshold measure of investment feasibility for the Tower. Given the broad, industry-wide use of cap rates as an assessment and appraisal tool, it is possible to easily assess the potential for a given project to attract investments given the cost and projected return (and thus the cap rate).

HR&A has gathered cap rate data from two nationally-recognized real estate brokerage firms, CBRE and Cushman & Wakefield, and has supplemented information in those reports with information from interviews with real estate investment firms. Because of the relatively small size of the Norwalk market, neither of the national surveys specifically cover the Norwalk submarket.

- For CBRE, the closest comparable market is Stamford, CT. HR&A judged the two market areas as substantially similar from a risk, and therefore cap rate, perspective.
- For Cushman & Wakefield, the closest comparable market is Northern Suburban New Jersey. Given that the Northern Suburban New Jersey office market is significantly larger, and more mature, HR&A has added a 50-basis point risk premium to the Cushman & Wakefield estimates to reflect the relatively riskier environment in the Norwalk submarket. No premium was added for multifamily residential, which HR&A has judged to be relatively mature in both locations.
- In all cases, the cap rates represent "value added" development, which accounts for the risk associated with new development. Cap rates for stabilized operating properties are generally lower than value added cap rates, which reflects the reduced risk associated with owning and operating an existing property.

Feasibility Summary and Conclusion

HR&A estimates average value added cap rates in Norwalk to be 9.1% for office development and 6.7% for multifamily residential development, as shown in **Figure 23.**

Figure 23: Average Value Added Cap Rate for Office and Multifamily Apartment Product, Southwest Connecticut

Use Type	CBRE*	Cushman & Wakefield**	Interviews	Average
Office				
Low Estimate	9.00%	8.25%	9.25%	**9.10%**
High Estimate	9.75%	9.25%		
Multifamily Residential				
Low Estimate	6.50%	6.25%	7.00%	**6.70%**
High Estimate	7.00%	6.75%		

*CBRE information is based on cap rates for the Stamford market.
**Cushman & Wakefield information is based on cap rates for the Northern Suburban New Jersey market, with a 50-basis point premium applied for office cap rates to account for the larger, more mature status of the Northern Suburban New Jersey market relative to Southwest Connecticut.
Source: CBRE, Cushman & Wakefield, Confidential interviews with AllianceBerstein and a pension fund advisory firm, HR&A Advisors

For the purpose of this memo, the average cap rate represents an expected "hurdle rate" which establishes a key metric of investment feasibility for each use. If the development of the Tower can meet or exceed these thresholds, then the project is considered feasible. If it does not meet these thresholds, then HR&A would expect that investors will choose to invest elsewhere.

The development of either residential or office use in the Tower is not feasible in the current market environment based on the achievable cap rate for development, as demonstrated in **Figure 24 and Figure 25.** Given the costs of construction of the high-rise Tower, and the likely rents that could be achieved in the Norwalk submarket, the financial return does not meet the level needed to attract private investment.

Figure 24: Investment Feasibility of the SoNo Collection Tower as Office Space

	Low-End Estimate	High-End Estimate	Notes
Estimated Development Cost			
Hard Cost	$36,173,697	$36,173,697	Per GGP and VCC, higher cost for office driven by parking requirements
Soft Cost	$9,726,193	$9,726,802	Per GGP and VCC, Office includes tenant allowance
Total	**$45,900,499**	**$45,900,499**	
Net Income			
Rent premium above Class A Average	5%	10%	Per HR&A Analysis
Leasable Square Footage	90,848	90,848	Per GGP
Rent per Leasable Square Foot per Year	$33.71	$35.31	Per HR&A Analysis
Potential Income	$3,062,015	$3,207,825	Includes Parking
10% Vacancy Loss	$(315,290)	$(329,871)	
Rent and Other Income	$2,837,607	$2,968,837	
Expenses and Taxes	($999,323)	($999,323)	Per GGP, higher expenses and taxes for office program
Total NOI	**$1,838,284**	**$1,969,515**	
Cap Rate	**4.00%**	**4.29%**	
Percent of target	**60%**	**64%**	Per HR&A Analysis

Figure 25: Investment Feasibility of the SoNo Collection Tower as Multifamily Apartments

	Low-End Estimate	High-End Estimate	Notes
Estimated Development Cost			
Hard Cost	$33,730,873	$33,730,873	Per GGP and VCC
Soft Cost	$4,609,844	$4,609,844	Per GGP and VCC
Total	**$38,340,717**	**$38,340,717**	
Net Income			
Rent Premium Above Class A Average	5%	10%	Per HR&A Analysis
Income - Market Rate Units	$1,700,685	$1,781,670	Per HR&A Analysis
Income - Market Rate Units	$102,312	$102,312	Per GGP
Income - Workforce Units	$66,840	$66,840	Per GGP
5% Vacancy Loss	$(93,492)	$(97,541)	
Rent and Other Income	$1,776,345	$1,853,281	
Expenses and Taxes	($586,500)	($586,500)	Per GGP
Total NOI	**$1,189,845**	**$1,266,781**	
Cap Rate	**3.10%**	**3.30%**	
Percent of target	**46%**	**49%**	Per HR&A Analysis

The economics of the project are such that adjustments to the project program do not alter the feasibility of private investment. For example, the residential component of the project currently includes a 15% set aside for workforce and affordable housing required by zoning. Removing that requirement does not make a significant difference in the overall project return, as shown in **Figure 26.**

Figure 26: Investment Feasibility of the SoNo Collection Tower as Multifamily Apartments, No Affordability Requirement

	Low-End Estimate	High-End Estimate	Notes
Estimated Development Cost			
Hard Cost	$33,730,873	$33,730,873	Per GGP and VCC
Soft Cost	$4,609,844	$4,609,844	Per GGP and VCC
Total	**$38,340,717**	**$38,340,717**	
Net Income			
Rent Premium Above Class A Average	5%	10%	Per HR&A Analysis
Income - Market Rate Units	$2,040,822	$2,138,004	Per HR&A Analysis
Income - Market Rate Units	-	-	Per GGP
Income - Workforce Units	-	-	Per GGP
5% Vacancy Loss	$(102,041)	$(106,900)	
Rent and Other Income	$1,938,781	$2,031,104	
Expenses and Taxes	($586,500)	($586,500)	Per GGP
Total NOI	**$1,352,281**	**$1,444,604**	
Cap Rate	**3.53%**	**3.77%**	
Percent of target	53%	56%	Per HR&A Analysis

HR&A is not aware of any feasible reduction in cost or increase in value that would allow the Tower portion of the project to reach a level of investment viability.

VI. CONCLUSION

The SoNo Collection development project has the potential to generate numerous benefits for the City of Norwalk and the surrounding region. The redevelopment of a moribund site, the generation of millions of dollars of taxes and economic activity, and the creation of a retail draw for the region, are all important elements of this project.

However, based on HR&A's analysis, the Tower component of the project is not financially viable as either office or multifamily residential development under current market conditions.

- The complexity of the building and the necessary integration between the retail portion of the project and the Tower create a project that is relatively more expensive than comparable developments in the area, and that requires a very patient and speculative investment in the Tower while the retail base is under construction.

- Office market conditions in the City suggest that identifying tenants for 90,000 square feet of new office space is likely to be very difficult and/or to come at the expense of a vacancy in another building in the City or the immediate region.

- Further, even if a tenant is identified, it is not currently foreseeable that such a tenant would pay rent that offers a return sufficient to justify investment in the Tower.

- While the multifamily housing market has shown robust growth in new units, overall rents have been flat, there are a number of new projects in the pipeline to absorb near-term demand, and, as will office construction, the rent needed to justify an investment on the scale of the project's costs is well beyond both the current and foreseeable market range.

Schedule D

HR&A Advisors, Inc. Report:

Economic and Fiscal Impact of the SoNo Collection in Norwalk, CT (April 11, 2017)

Economic and Fiscal Impact of the SoNo Collection in Norwalk, CT

Prepared for:

General Growth Properties

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HR&A Analyze. Advise. Act.

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General and Limiting Conditions

1. Any person who relies on or otherwise uses this Study is required to have first read, understood and accepted the following disclosures, limitations and disclaimers, and will, by reason of such reliance or other use, be deemed to have read, understood and accepted the same.

2. HR&A Advisors, Inc. (HR&A) has been engaged and compensated by General Growth Properties (GGP) to prepare this Study. In preparing this Study, HR&A has used its independent professional judgment and skills in good faith, subject to the limitations, disclosures and disclaimers herein.

3. This Study is based on estimates, assumptions and other information developed by HR&A based upon data provided by other parties. Every reasonable effort has been made to ensure that the data contained in this Study are accurate as of the date of this Study; however, factors exist that are outside the control of HR&A and that may affect the estimates and/or projections noted herein.

4. HR&A reviewed the information and projections provided by third parties using its independent professional judgment and skills in good faith, but assumes no liability resulting from errors, omissions or any other inaccuracies with respect to the information provided by such third parties referenced in this Study.

5. HR&A also relied on data provided by or purchased from MIG Inc., the United States Bureau of Labor Statistics, the City of Norwalk, the State of Connecticut Department of Economic and Community Development, and General Growth Properties in order to generate estimates of economic impacts. HR&A assumes no liability resulting from errors, omissions or any other inaccuracies with respect to the information provided by these parties.

6. In addition to relying on data, information, projections and forecasts of others as referred to above, HR&A has included in this Study estimates and assumptions made by HR&A that HR&A believes are appropriate, but HR&A makes no representation that there will be no variances between actual outcomes and such estimates and assumptions.

7. No summary or abstract of this Study, and no excerpts from this Study, may be made for any purpose without HR&A's prior written consent.

8. No opinion is intended to be expressed and no responsibility is assumed for any matters that are legal in nature or require legal expertise or specialized knowledge beyond that of a real estate and economic development consultant.

9. This Study is qualified in its entirety by, and should be considered in light of these General and Limiting Conditions. By use of this Study each party that uses this Study agrees to be bound by all of the General and Limiting Conditions stated herein.

EXECUTIVE SUMMARY

General Growth Properties ("GGP") commissioned HR&A Advisors, Inc. ("HR&A") to conduct an economic and fiscal impact analysis of its proposal to develop the SoNo Collection (the "Project"), a major retail center in Norwalk, Connecticut. GGP is a real estate investment trust that owns, manages, and develops retail centers throughout the United States. As of 2016, GGP's portfolio consists of 128 malls with approximately 121 million square feet of retail space. HR&A is a real estate, economic development, and public policy consulting firm with offices in New York City, Washington, D.C., and Los Angeles. The firm specializes in conducting economic and fiscal impact studies and has estimated the impact of over $50 billion in development since 2006.

Project Program and Positioning

The 12-acre Project site is located between the City's historic Wall Street District and the South Norwalk District ("SoNo") and represents one of the largest development opportunities in Connecticut. GGP is proposing to develop approximately 700,000 square feet of retail space on the Project site.

The Project site has faced challenges in attracting development since it is entitled for predominately office use, an asset class facing challenging market conditions in southwestern Connecticut. GGP's proposal for a retail-focused program will bolster ongoing revitalization efforts in the City by creating a destination that bridges Wall Street and SoNo.

The Project will support the revitalization of Norwalk by attracting new retail spending to the City and generating ancillary benefits for local businesses. The Project is expected to be anchored by two upscale department stores currently lacking a presence in southwestern Connecticut, enabling the State to capture retail spending currently leaking to other parts of the Tri-State region. Given the Project's unique positioning and tenant mix, it will complement existing business and attract a large volume of new visitors to the City, benefitting existing local attractions. The Project is also programmed with limited food and beverage, maximizing the potential for spillover to nearby restaurants and cafes in SoNo.

The Project will generate substantial economic and fiscal benefits to the City of Norwalk and State of Connecticut, including benefits from one-time construction and benefits from ongoing operations. HR&A evaluated the economic and fiscal impacts of the proposed program; the results of this analysis are summarized in **Figures 1-4**.

Figure 1: One-Time Economic Impact

	City	State
Jobs (Full-Time Equivalent)	1,745	2,220
Labor Income	$366,000,000	$424,000,000
Economic Output (Spending)	$773,000,000	$967,000,000

Notes: All amounts in $2017, assumes construction takes place over a 30-month period from 2017-2019. Employment converted to FTE using conversion table published by IMPLAN/MIG. State impacts are inclusive of City impacts.

Figure 2: Ongoing Economic Impact

	City	State
Jobs (Full-Time Equivalent)	2,190	2,485
Labor Income	$91,000,000	$105,000,000
Economic Output (Spending)	$217,000,000	$265,000,000

Notes: All amounts in $2017, assumes 2020 is first year of operations. Employment converted to FTE using conversion table published by IMPLAN/MIG. State impacts are inclusive of City impacts.

Figure 3: One-Time Fiscal Impact

	City	State
One-Time	$5,100,000	$34,300,000

Notes: All amounts in $2017, assumes construction takes place over a 30-month period from 2017-2019.

Figure 4: Ongoing Fiscal Impact

	City	State
15-Year Net Present Value	$45,700,000	$299,600,000

Notes: All amounts in $2017, assumes 2020 is first year of operations, 3% real discount rate, and no growth in business, personal, and real estate property taxes in real terms.

During the construction period, the Project is projected to generate a substantial one-time impact:

- **Construction will generate a total of $967 million in one-time economic output (spending)[1] and support 2,220 full-time equivalent (FTE) jobs in the State of Connecticut.[2]** Within the City of Norwalk, Project construction will generate $548 million in direct spending and $225 million in multiplier spending for $773 million in total spending, supporting 1,745 FTE jobs and $366 million in labor income over the 30-month construction period. These jobs are primarily high-paying jobs for members of construction trades. Within the State (outside of Norwalk), one-time construction would generate an additional $194 million in multiplier spending, 475 FTE jobs, and $58 million in labor income.
- **Construction will generate $5.1 million in one-time City building permit fees.**
- **Construction will generate $34.3 million in one-time State tax revenues.** This includes $15.8 million in sales and use tax and $18.5 million in personal income tax over the 30-month construction period.

The Project is also projected to generate significant ongoing impacts:

- **The Project will annually generate $265 million in economic output (spending) and support 2,485 FTE jobs each year in the State of Connecticut.** This includes $161 million in direct spending and $56 million in multiplier spending for a total of $217 million in spending, supporting 2,190 FTE jobs and $91 million in labor income in the City of Norwalk. The jobs are primarily retail and restaurant jobs with stable national employers that would be accessible to most local residents. Within the State (outside of Norwalk), Project operations would generate an additional $48 million in multiplier spending, 295 FTE jobs and $14 million in labor income each year.
- **The net present value of City tax revenues generated by the Project over its first 15 years of operations is $45.7 million, assuming a real discount rate of 3%.**[3] This includes $0.9 million in business and personal property tax and $4.2 million in real estate property tax each year after the real property assessment deferral is fully phased out.[4] At that time, the Project would become the third largest taxpayer in the City.
- **The net present value of State tax revenues generated by the Project over its first 15 years of operations is $299.6 million, assuming a real discount rate of 3%.** This includes $23.3 million in sales tax and $3.3 million in personal income tax each year.

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[1] All dollar amounts in this report are in $2017 except where noted otherwise. Estimates are based on HR&A's June 2014 analysis and adjusted for inflation based on the New York-Northern N.J.-Long Island, NY-NJ-CT-PA consumer price index (CPI).

[2] A full-time equivalent (FTE) employee is assumed to work 2,080 hours in one year.

[3] Assumes no growth in business, personal, and real estate property taxes in real terms.

[4] The Project is located within the City of Norwalk's Enterprise Zone and all property owners are eligible for deferred assessment of real property improvements for the first 7 years. The City has agreed to a different deferral schedule specific to this Project, under which the Project will receive a 50% deferral in property taxes for the first 7 years.

I. INTRODUCTION

HR&A Advisors, Inc. (HR&A) was retained by General Growth Properties ("GGP") to conduct an analysis of the economic and fiscal impacts of a potential retail center located in the City of Norwalk, Connecticut.

HR&A is a real estate, economic development, and public policy consulting firm with offices in New York City, Washington, D.C., and Los Angeles. The firm specializes in conducting economic and fiscal impact studies and has estimated the impact of over $50 billion in development since 2006. The firm has studied the impact of the High Line, Times Square, and 111 Westminster (Providence, RI) amongst other major projects, policies, and places. The firm and its partners have also provided services to projects throughout Connecticut, including a strategic plan for retail development in South Norwalk, an economic and fiscal impact analysis for a mixed-use development in Stamford, and studies of transit-oriented development opportunities in Stamford and New Haven.

GGP is a real estate investment trust that owns, manages, and develops retail centers throughout the United States. As of 2016, GGP's portfolio includes 128 retail properties in 40 states. The company's mission is to own and operate best-in-class retail properties that provide an outstanding environment and experience for its communities, retailers, employees, consumers and shareholders. GGP and its portfolio of malls have received multiple awards for community relations from the International Council of Shopping Centers. Their properties are often the largest tax generators in their respective regions, supporting critical public safety services, schools, infrastructure improvements and community development projects.

SITE HISTORY

GGP is proposing to develop the SoNo Collection (the "Project"), a retail center in the City of Norwalk, Connecticut. The Project would be built on a 12-acre assemblage in the Reed Putnam Urban Renewal Area adjacent to the City's South Norwalk ("SoNo") district, located south of Interstate 95 and north of the Pine Street Extension, between West Avenue and the Danbury Branch of the Metro-North Railroad.

The assemblage of Project site was part of a broader effort to redevelop the surrounding area that began in the early 1980s. The area was formerly home to a variety of light industrial and commercial uses and was incorporated into the City of Norwalk's 'Urban Renewal Plan for Reed Putnam Project Area' in 1983. The plan identified several major objectives, including the creation of development opportunities for a mixed-use neighborhood, and supporting an increase in the local tax base and employment opportunities. The City and State provided infrastructure and assembled developable land over subsequent decades, successfully attracting private investment to the formerly distressed neighborhood in the form of new condominium, offices, and retail uses.

Despite ongoing revitalization efforts in the area, the Project site has had difficulty attracting a feasible development program. The Project site is one of the largest development opportunities along Connecticut's Interstate 95 corridor and benefits from accessibility to the rest of Fairfield County and southwestern Connecticut. It is currently entitled for up to 1.1 million square feet of mixed-use development with 600,000 square feet dedicated for office use, but has had difficulty attracting a feasible development project because of weak demand for office space.[5] However, the site's prime location makes it attractive for non-office use and could bolster ongoing revitalization efforts if redeveloped as a destination use.

New development can bridge the gap between SoNo, which has emerged as a critical cultural and entertainment destination in the City, and Wall Street, the traditional center for commercial and civic activity. As demonstrated by the recent opening of the Waypointe District, a multi-phase residential and retail development on West Avenue, new development can play a crucial role in filling this gap and has the potential to generate substantial benefits to the City of Norwalk.

This report assesses the economic and fiscal impact of the proposed Project and is organized as follows:

- Section II provides a summary of the preliminary program of the Project.
- Section III provides a comprehensive assessment of one-time and ongoing economic impacts of the Project for City of Norwalk and the State of Connecticut.
- Section IV provides a comprehensive assessment of one-time and ongoing fiscal impacts of the Project for City of Norwalk and the State of Connecticut.

5 RKG Associates (March 2006). Commercial and Residential Market Analysis for the City of Norwalk, CT. Prepared for the City of Norwalk Redevelopment Agency.

II. PROJECT PROGRAM AND POSITIONING

PROJECT PROGRAM

GGP is currently seeking to develop approximately 700,000 square feet of retail space on the Project site, which is estimated to generate annual sales of $373 million per year. The proposed program is summarized below:

Figure 5: Project Program

Use	Square Feet
Anchor Retailers	399,000 SF
Smaller Retailers	254,000 SF
Food and Beverage	47,000 SF
Total Gross Leasable Area	**700,000 SF**
Parking Space	**2,700 Spaces**

Construction of the Project is projected to generate $548 million in direct spending in the local economy. GGP plans to construct the Project over a 30-month period between 2017 and 2019. For the purpose of economic impact analysis, the cost estimate presented includes only those activities expected to generate an economic impact in the City of Norwalk and State of Connecticut. The estimate includes hard costs for constructing the building, hard costs of tenant fit-out, and related soft costs such as architecture and engineering, marketing costs, and professional and legal costs. This direct spending excludes land costs and interest carry on debt financing as these costs do not generate new economic activity. **Figure 6** summarizes the preliminary cost estimate used in HR&A's economic impact analysis.

Figure 6: Project Construction Cost Generating Economic Impact

Type of Cost	Cost
Hard Costs	$279,300,000
Soft Costs	$36,900,000
GGP/Tenant Fit-Out Costs	$231,400,000
Total Direct Spending	**$547,600,000**

Notes: Project costs are preliminary and subject to change. All amounts in $2017.

Project Positioning

The Project site's strategic location presents a unique opportunity for retail-focused development. GGP acquired the site in 2013 after declining market conditions rendered a prior, office-focused development program for the site infeasible. Despite decreasing demand for office use, the site is well positioned for retail development because its accessibility to Interstate 95, southwest Connecticut's primary interstate highway, and Route 7, the only limited-access connection between I-95 and the Merritt Parkway west of Bridgeport. The site's location provides ready access to a significant number of high-income households in Fairfield County.

The Project is positioned to capture retail spending leakage to other parts of the Tri-State area. The Project is expected to be anchored by two major upscale department stores that currently lack a presence in southwestern Connecticut. Currently, shoppers seeking this type of shopping experience must travel outside of Connecticut, resulting in retail spending leakage to other retail centers in the region (e.g. the Westchester in White Plains, NY) and substantial economic and fiscal losses for the State.

The proposed Project will enhance SoNo as a destination and bolster existing revitalization efforts in the City. SoNo offers a unique, urban retail experience but faces increasing competition from other restaurant and entertainment districts in Southwestern Connecticut. GGP's proposed program will attract visitors to the City and bolster existing businesses and attractions such as the Maritime Aquarium, SoNo historic district, and the waterfront to create an even stronger entertainment and cultural destination. The Project will also extend the City's revitalization efforts along West Avenue. In combination with the completion of the Waypointe District, a multi-phase development planned to include 774 residential units with ground-floor retail, the Project will help bridge the gap between Wall Street and SoNo.

GGP's programming will complement and generate spillover spending for existing businesses. The Project will provide a new anchor for SoNo and would not compete directly with existing businesses because it offers a uniquely positioned product. In contrast, it will introduce a significant number of new visitors to Norwalk and can generate potential spillover spending for nearby retailers and restaurants. The Project also will have a limited number of food and beverage options relative to retail centers of a similar size, encouraging visitors to patronize restaurants in SoNo or other parts of the City.

III. ECONOMIC IMPACT

The Project is expected to generate substantial economic impacts through its construction and ongoing operations. The following section provides an overview of economic impact analysis and an assessment of the Project's economic impact on the City of Norwalk and State of Connecticut.

OVERVIEW OF ECONOMIC IMPACT ANALYSIS

Regional economic impact analysis is predicated on the concept of the "multiplier effect," where direct new economic activity in an area's economy, such as new spending or new jobs, creates further spending and job creation because businesses in a regional economy are interdependent and purchase goods and services from each other. For instance, construction spending from the Project would stimulate additional spending by construction contractors who must purchase materials to meet new demand, which stimulates additional spending by the contractor's suppliers, and so forth. Economic impact analysis measures the ripple effect of initial economic changes owing to a new investment or policy change.

Using IMPLAN, an industry standard input-output model, HR&A estimated the direct and multiplier effects generated by the Project. IMPLAN analyzes interactions among 440 sectors in the economy and traces the pattern of commodity purchases and sales between each sector. It is used to conduct economic impact analyses by leading public and private sector organizations across the United States.

HR&A's economic impact analysis considers the one-time impact of Project construction and the ongoing impact from Project operations each year. Economic inputs are disaggregated into direct, indirect, and induced effects.

- The **Direct effect** is the initial change in spending or employment attributable to new investment (e.g. construction of a new retail center)
- The **Indirect effect** is the change in spending or employment by businesses that supply the directly affected industry (e.g. construction material suppliers)
- The **Induced effect** is the change in household spending of employees who are compensated for working in the directly and indirectly affected industries. (e.g. food and beverage spending by construction workers)

Economic impacts are measured in terms of employment, labor income, and economic output (spending) generated.

- **Economic output** is the total value of production across all industries. It is equivalent to the aggregate spending in the area of analysis.
- **Employment** is the number of full time equivalent employees in the area of analysis.
- **Labor income** includes wages received by employees (excluding benefits) and income received by independent proprietors in the area of analysis.

One-Time Economic Impact From Project Construction

HR&A estimated the one-time economic impact based on preliminary cost estimates provided by GGP in **Figure 6.** The cost estimate includes spending for the core and shell of the retail center and fit-out costs borne by GGP and its tenants. It excludes land costs and financing costs that do not generate new economic activity. HR&A assumed that construction spending will be incurred over the course of 30 months between 2017 and 2019. The Project will produce a significant direct impact in the construction sector, which in turn affects related occupations. In addition, these direct and indirect impacts will create further induced impacts to businesses where employees spend their income, located in sectors including healthcare, retail, and food service.

Economic Output

HR&A estimated that one-time construction spending of $548 million during the 30-month construction period will trigger $225 million in multiplier spending throughout the City and an additional $194 million in multiplier spending in the State outside of Norwalk. This is equivalent to a multiplier effect of 1.41 for the City and 1.76 for the State (i.e. each dollar of direct spending results in 41 cents of additional spending in the City and 76 cents of additional spending in the State). The total projected economic output generated is $773 million within the City and $967 million within the State.

Figure 7: One-Time Economic Output

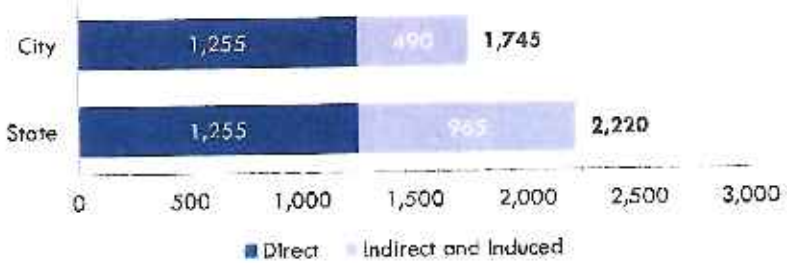
Notes: All amounts in $2017, assumes construction takes place in 2017-2019.

Employment

The Project will create significant employment opportunities during its 30-month construction period, including direct jobs for construction workers, indirect jobs in architecture, real estate, and related occupations, and induced jobs from employee spending. A full-time equivalent (FTE) job is defined as the amount of work completed by one employee in one year, assuming 40 work hours per week and 52 weeks per year (2,080 hours per year).

One-time construction spending will support 1,255 direct FTE jobs, 490 multiplier jobs throughout the City, and an additional 475 multiplier jobs in the State outside of Norwalk. This is equivalent to a multiplier effect of 1.39 for the City and 1.77 for the State (i.e. each direct job results in 0.39 additional jobs in the City and 0.77 additional jobs in the State). The total employment supported is projected to be 1,745 jobs within the City and 2,220 jobs within the State.

Figure 8: One-Time FTE Employment



Notes: Employment converted to FTE using conversion table published by IMPLAN/MIG, assumes construction takes place over a 30-month period from 2017-2019.

Labor Income

Project construction will generate significant labor income, with the majority from high-wage construction employment within the City. HR&A estimated the average income per employee to be $86,500 for direct employment and $63,000 for multiplier employment. This does not include benefits, which many employees will also qualify for. Nationwide, in the construction sector, 71% of employees have access to healthcare benefits and 59% have access to retirement benefits according the Bureau of Labor Statistics' National Compensation Survey.[6]

Over the 30-month construction period, HR&A estimated that one-time construction will generate $272 million in labor income from direct employment, $94 million from multiplier employment in the City and an additional $58 million from multiplier employment in the State outside of Norwalk. This is equivalent to a multiplier effect of 1.35 for the City and 1.56 for the State (i.e. each dollar of direct labor income generates an additional 35 cents of labor income in the City and 56 cents of additional labor income in the State). The Project will generate a total of $366 million of labor income in the City and $424 million in the State.

Figure 9: One-Time Labor Income

Notes: All amounts in $2017, assumes construction takes place over a 30-month period from 2017-2019.

[6] United States Bureau of Labor Statistics. *National Compensation Survey. Employee Benefits in the United States*, March 2015. The survey was conducted in March 2015 and draws data from a sample of over 112 million private sector employees and 8,600 private sector firms across the country.

Ongoing Annual Economic Impact from Project Operations

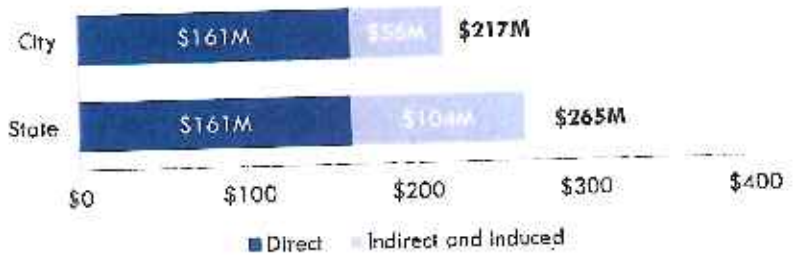
HR&A estimated the ongoing economic impact of the Project based on projected sales provided by GGP. The Project will generate significant direct impacts in the retail sector and indirect impacts in sectors that provide services to the retail sector including the real estate and building services industries. These direct and indirect impacts will in turn generate an induced impact in sectors where employees spend their income, including the healthcare, food service, and retail sectors. These multiplier impacts are significant and are concentrated within the City of Norwalk.

Economic Output

GGP estimates the Project will generate $373 million in sales each year. For purpose of this analysis, we assume that only the retail sales margin (mark up) generates a direct economic impact in the City of Norwalk as opposed to the full retail price paid by consumers, resulting in $161 million of direct sales impact.[7]

HR&A estimated that ongoing retail sales will generate $161 million in direct spending each year, triggering $56 million in multiplier spending throughout the City and an additional $48 million in the State outside of Norwalk. This is equivalent to a multiplier effect of 1.35 for the City and 1.65 for the State. The total projected ongoing economic output from the Project is $217 million within the City and $265 million within the State each year.

Figure 10: Ongoing Economic Output



Notes: All amounts in $2017, assumes 2020 is first year of operations.

[7] The final price paid by a consumer for retail goods (purchaser price) reflects both the cost of production (producer price) and retail mark up. HR&A's IMPLAN model assumes that the direct economic impact in Norwalk consists of only the mark up and not the full sales price, as the City is where the transaction occurs but not necessarily where the retail goods are produced or wholesaled.

Employment

The Project will support a diverse range of direct employment opportunities, including both entry-level and supervisory/management-level opportunities, primarily in the retail and food service industries. For instance, in the State of Connecticut, 14 percent of retail employees typically working in stores are supervisory or management-level employees. Of food service workers in restaurants, 8 percent are supervisory employees or lead chefs/cooks.[8]

Entry-level retail jobs would be available to many in the local community, as opposed to office jobs which typically require higher levels of education and experience. According to the Bureau of Labor Statistics, entry-level retail opportunities are available to employees with limited educational attainment: a high school diploma is the highest level of educational attainment for 29 percent of retail salespersons. In contrast, a high school diploma is the highest level of educational attainment for only 20 percent of office administrative support workers.[9]

Moreover, given the national scale of potential corporate retail tenants, entry-level retail employees would have access to career ladders through participation in career development programs that enable them to advance to mid-level supervisory positions and management-level corporate positions within the same retailer.

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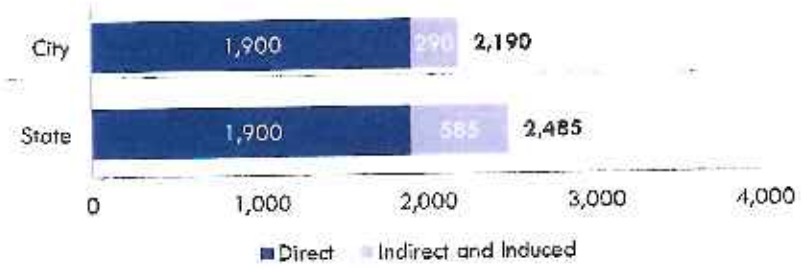
[8] The Connecticut Department of Labor, Office Research reports there were 38,900 retail cashiers, 52,950 retail salespersons, and 15,080 first-line supervisors and managers of retail employees in the State in Q1 2016. It also reports that there were 135,360 total food preparation and serving-related workers in the State, with 2,040 chefs and head cooks and 8,240 first-line supervisors and managers of food service workers.

[9] United States Bureau of Labor Statistics, Employment Projections, Educational attainment for workers 25 years and older by detailed occupation, 2014-15.

HR&A estimated that ongoing retail sales will support 1,900 direct FTE jobs, 290 multiplier jobs throughout the City and an additional 295 multiplier jobs in the State outside of Norwalk each year. This is equivalent to a multiplier effect of 1.15 for the City and 1.31 for the State. The projected total employment supported is 2,190 jobs within the City and 2,485 jobs within the State each year. This is equivalent to 4.9% of all jobs in Norwalk, which has approximately 45,100 jobs, and to 0.2% of all jobs in Connecticut, which has approximately 1,647,000 jobs.[10]

Figure 11: Ongoing FTE Employment



Notes: Employment converted to FTE using conversion table published by IMPLAN/MIG

[10] Norwalk, Connecticut, CERC Town Profile 2016. OnTheMap, U.S. Census Bureau, 2014.

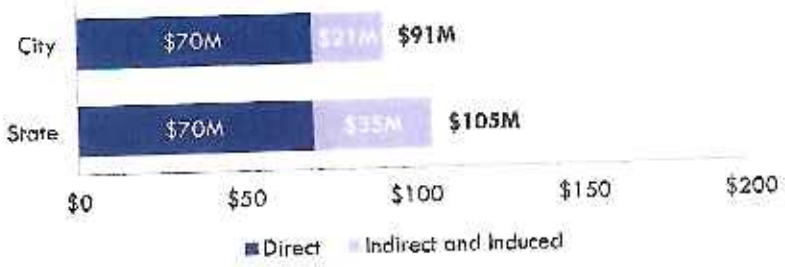
Labor Income

Ongoing operations of the retail center will directly create a significant number of entry-level opportunities and other mid-level and management-level jobs accessible to workers with who participate in on-the-job training. HR&A estimated the average income per employee to be $37,000 for direct employment and $60,000 for multiplier employment. This does not include benefits. Moreover, the direct employee average income estimate accounts for the full range of retail sector employees, from entry-level to mid-level and management-level positions. According to the 2015 National Compensation Survey, in the retail sector, 59% of employees have access to healthcare benefits and 70% have access to retirement benefits.

Amongst the direct employees working at the Project site, supervisory and management-level employees could expect to earn much higher wages than entry-level employees. The average annual wage in the State of Connecticut for supervisory and management-level retail employees is approximately 69 percent higher than for retail salespersons, and for supervisory and management-level food preparation employees is approximately 63 percent higher than for front-line food preparation employees.[11]

HR&A estimated that ongoing retail sales will generate $70 million in labor income from direct employment, $21 million from multiplier employment in the City and an additional $14 million from multiplier employment in the State outside of Norwalk. This is equivalent to a multiplier effect of 1.3 for the City and 1.5 for the State. The Project is also projected to generate a total of $91 million of labor income in the City and $105 million in the State.

Figure 12: Ongoing Labor Income



Notes: All amounts in $2017, assumes 2020 is first year of operations.

[11] Connecticut Department of Labor, Occupational Employment Wages Q1 2016.

IV. FISCAL IMPACT

The Project will generate significant tax revenues owing to one-time construction activities and ongoing operations. The following section provides an assessment of the Project's fiscal impact on the City of Norwalk and State of Connecticut.

ONE-TIME FISCAL IMPACTS FROM PROJECT CONSTRUCTION

City of Norwalk

One-time construction spending will generate significant revenues for the City through building permit fees. The City assesses permit fees of $16.00 per $1,000 of construction costs, including labor costs. For the purpose of this analysis, HR&A excluded the fit-out cost estimate in **Figure 6** as it includes both movable and fixed improvements.

Construction spending is expected to generate $316.2 million in construction spending, excluding fit-out costs, resulting in $5.1 million in building permit fees.

Figure 13: One-Time Fiscal Impact (City)

Fiscal Impact	Amount
Building Permit Fee	$5,100,000
Total City Tax Revenue	$5,100,000

Notes: All amounts in $2017, assumes construction takes place in 2017-2019.

State of Connecticut

Direct construction spending will generate substantial revenues for the State of Connecticut through personal income tax and sales and use tax. For personal income tax, HR&A assumed that workers will file as individuals and pay an effective income tax rate that corresponds to their income bracket, with the rate ranging from 3.77% for workers making between $50,000 and $60,000 up to 4.70% for workers making between $75,000 and $96,000.[12] For sales and use tax, HR&A assumed that only the materials portion of construction costs – estimated to be 46% percent of direct construction spending, or $249 million, by the IMPLAN model – will be taxable.

Construction spending is projected to generate $34.3 million State tax revenues. Employees and proprietors are projected to earn $424 million in labor income over the 30-month construction period, as illustrated in **Figure 9**, generating $18.5 million in income tax revenues. The sale and use of construction materials are projected to generate $15.8 million in tax revenues.

Figure 14: One-Time Fiscal Impact (State)

Fiscal Impact	Amount
Personal Income Tax	$18,500,000
Sales and Use Tax	$15,800,000
Total State Tax Revenue	$34,300,000

Notes: All amounts in $2017, assumes construction takes place in 2017-2019.

[12] HR&A estimated the effective income tax rate for each income bracket by dividing the total income tax revenue received by filers in that bracket by the aggregate Adjusted Gross Income within the State for that bracket. Calculations were based on the 2015 Individual Income Tax Data Report from the State of Connecticut Department of Revenue Services.

Ongoing Annual Fiscal Impacts from Project Operations

City of Norwalk

The Project will generate significant new revenues to the City through real estate property taxes and business and personal property taxes.

To calculate the Project's annual real estate property tax bill, HR&A estimated the market value of the Project based on the per square foot assessed values of comparable retail properties in the Tri-State region. In accordance with the City of Norwalk's assessment approach and the Project's taxing district within the City, HR&A estimated the property tax bill by applying an assessment ratio of 70% to market value[13] and a millage rate of $24.997 per $1,000 of assessed value.[14]

Additionally, the project is located within the City of Norwalk's Enterprise Zone and all property owners are eligible for deferred assessment of real property improvements for the first 7 years. There is no State reimbursement is provided to the City.[15] Under the standard terms of the program, property owners receive a full deferral in the first two years. The abatements phase out, with a 50% deferral in year three and decreases by 10% each year until the abatement is fully phased out by year 8.

The City has agreed to a different deferral schedule specific to this Project. Under the City's agreement with GGP, the property will receive a property tax deferral of 50% for the first 7 years following the Project's completion date. HR&A assumed that the Project will receive this deferral beginning in 2020. A full description of the Enterprise Zone program and property tax deferral schedule is included in the Appendix.

For business and personal property taxes, HR&A estimated potential revenues on a per employee basis. The City assesses business and personal property tax based on the value of equipment used by individual businesses. Because of the challenge inherent in determining the value of equipment used by individual retailers, HR&A estimated future business and personal property taxes based on the existing ratio of business and personal property tax revenue collected by the City in FY2016 to the number of employees in the City.

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[13] The Project is valued at approximately $250 million.
[14] City of Norwalk. Millage Rate. FY2016-2017 Approved Operating Budget.
[15] State of Connecticut, Department of Community and Economic Development.

Figure 15 presents the ongoing tax revenues expected to be generated by the Project for the first 15 years after Project completion. The Project is expected to generate approximately $0.9 million ($1.0 million in $2020) in business and personal property tax revenues and $2.1 million ($2.2 million in $2020) in real estate property tax to the City in its first year, when 50 percent of the increase in real property assessment is deferred under the City's agreement with GGP. The real estate property tax would increase to $4.2 million ($5.1 million in $2027) once the deferred assessment for real estate property tax is fully phased out by 2027. At that point, the Project is expected to generate a total of $5.2 million ($6.3 million in $2027) in total taxes. The Project will be the third largest taxpayer in the City (behind only Connecticut Light and Power and the Merritt 7 office park) and would account for 1.7% of assessed real estate value on the City of Norwalk Grand List.[16] The total tax revenue generated to the City of Norwalk by the Project over 15 years is equivalent to $45.7 million ($2017) in net present value terms.

Figure 15: Ongoing Fiscal Impact (City)

Notes: All amounts in current year dollars, assumes 2020 is first year of operations, and 2% inflation per year.

[16] Based on the 2014 City of Norwalk Grand List, assumes 2% inflation per year for assessed value.

State of Connecticut

The Project will generate substantial new revenues to the State from sales tax on retail purchases and personal income taxes. HR&A estimated sales tax revenues based on sales projections provided by GGP. The sales tax exemption for clothing and footwear purchases under $50 was repealed, effective July 1, 2015; therefore, our analysis does not include any exemptions.[17] HR&A assumed a one-week sales tax holiday.

HR&A estimated personal income tax revenues based on employment and labor income estimates from Section III. All workers are assumed to file as individuals and pay an effective income tax rate ranging from 2.81% for workers making between $35,000 and $40,000 up to 4.42% for workers making between $60,000 and $74,000.

The Project is projected to generate approximately $26.6 million in sales and personal income tax revenues to the State each year, equivalent to $299.6 million over 15 years in net present value terms.

Figure 16: Ongoing Fiscal Impact (State)

Fiscal Impact	Annual	15 Year NPV
Sales Tax	$23,340,000	$262,600,000
Personal Income Tax	$3,290,000	$37,000,000
Total State Tax Revenue	$26,630,000	$299,600,000

Notes: All amounts in $2017, assumes 2020 is first year of operations, no real growth, and 3% real discount rate for NPV.

[17] State of Connecticut, Department of Revenue Services.

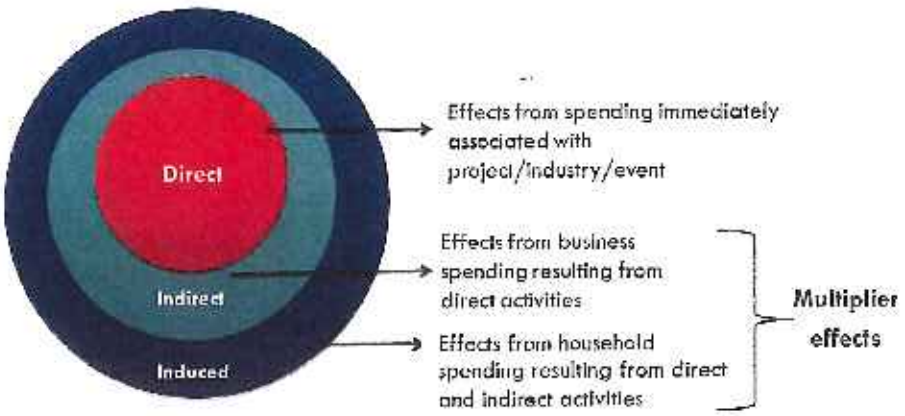
V. APPENDIX

IMPLAN Economic Impact Model

HR&A conducted its analysis with the IMPLAN model for the economies of the City of Norwalk and State of Connecticut. IMPLAN, created by MIG, Inc. (formerly Minnesota IMPLAN Group, Inc.), is an industry standard input-output model used to conduct economic impact analyses by leading public and private sector organizations across the United States, including the State of Connecticut Department of Community and Economic Development and the University of Connecticut. IMPLAN traces the pattern of commodity purchases and sales between industries that are associated with each dollar's worth of a product or service sold to a customer, analyzing interactions among 440 industrial sectors within the geography under study (in this case, the City of Norwalk and State of Connecticut).

IMPLAN estimates the amount of indirect and induced activity supported by direct economic activity in terms of economic output (spending), employment, and labor income produced. **Figure A-1** illustrates the structure of economic impacts produced by the model. Spinoff activity is comprised of two components: 1) indirect economic impacts stimulated by direct new investment or employment in the study area and 2) induced economic impacts stimulated by additional household spending due to income earned from direct and indirect economic activity.

Figure A-1: Overview of Direct and Multiplier Economic Impacts



Source: HR&A Advisors, Inc.

As described in the body of this report, HR&A estimated the direct economic impact and input into IMPLAN using construction cost and retail spending estimates provided by GGP. To estimate one-time direct impacts, HR&A modeled the impact of construction expenditures expected to generate an economic impact in the City of Norwalk and State of Connecticut such as hard costs for constructing the building and tenant fit-out, and related soft costs such as architecture and engineering, marketing costs, and professional and legal costs. HR&A excluded land costs and interest carry on debt financing as these costs do not generate new economic activity.

To estimate ongoing direct impacts, HR&A's IMPLAN model disaggregated retail sales estimates provided by GGP. The final purchase price for any retail good consists of the cost of production and retail mark up. HR&A assumed that only the retail mark up will have a direct impact on the City of Norwalk and State of Connecticut as the City is where the transaction occurs but not necessarily where the retail goods are produced or wholesaled.

HR&A adjusted the IMPLAN employment outputs, which include both full-time and part-time workers. HR&A converted these estimates to full-time equivalent (FTE) employment, defined as an individual working 40 work hours per week and 52 weeks per year (2,080 hours per year), using industry-specific ratios provided by MIG.

HR&A also adjusted the IMPLAN labor income estimates, which include employee compensation (wages, benefits, and employer-paid taxes) and proprietor income, to focus only on wages and proprietor income. HR&A stripped out the portion of employee compensation owing to benefits and employer-paid taxes using industry-specific ratios provided by MIG.

STATE OF CONNECTICUT ENTERPRISE ZONE PROGRAM

The Enterprise Zone Program is an economic development program administered by the State of Connecticut Department of Economic and Community Development (DECD). It provides tax incentives for businesses and property owners who invest private capital and create jobs within Targeted Investment Communities throughout the State, including the City of Norwalk.

Property improvement tax benefits are available to all commercial and residential property owners within designated Enterprise Zones as-of-right. The program provides for deferred assessment on the value of real property improvements for the first 7 years. There is no State reimbursement to the City for this deferral.[18] Under the standard terms of the program, property owners receive a full deferral in the first two years. The abatements phase out, with a 50% deferral in year three and decreases by 10% each year until the abatement is fully phased out by year 8.

The City has agreed to a different deferral schedule specific to this Project. Under the City's agreement with GGP, the property will receive a property tax deferral of 50% for the first 7 years following the Project's completion date. The adopted property tax deferral schedule is detailed below:

Figure A-2: Project-Specific Assessed Value Deferral Schedule

Year	Percent of Assessment Deferred
1	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%

The Enterprise Zone Program also provides tax benefits for manufacturing facility improvements and establishment of a new business. In order to qualify for facility improvement or new business tax benefits, the applicant must be a manufacturer, warehouse distributor or a service-related business which does not regularly provide service to the general public.[19] Program eligibility is determined on a case-by-case basis by DECD. For the purpose of this analysis, HR&A assumed that the Project is not eligible for these benefits.

[18] State of Connecticut Department of Economic and Community Development (DECD). Enterprise Zone Program Highlights. Accessed March 2014.

[19] Ibid.

GLOSSARY

Direct Impact
The initial change in spending or employment in the study area attributable to new investment (e.g. construction of a new retail center).

Economic Output (Spending)
The total value of production across all industries. It is equivalent to the aggregate spending in the City or State.

Employment (Jobs)
Number of full-time equivalent (FTE) employees supported by the Project. An FTE employee is assumed to work 2,080 hours in one year based on a 40-hour work week and 52 weeks per year.

Indirect Impact
The change in spending or employment in the study area by businesses that supply the directly affected industry (e.g. construction material suppliers).

Induced Impact
The change in household spending of employees who are compensated for working in the directly and indirectly affected industries (e.g. food and beverage spending by construction workers).

Labor Income
Total income received by labor, includes wages received by employees (excluding benefits) and income received by independent proprietors.

Mark Up
Difference between the wholesale price and retail price of a product sold by a retailer. For the purpose of estimating the ongoing direct impact, only the mark up rather than the full retail price is considered because the City of Norwalk is where the retail transaction occurs but not necessarily where the goods are produced or wholesaled.

About HR&A Advisors, Inc.

HR&A Advisors, Inc. (HR&A) is an industry-leading real estate, economic development and energy efficiency consulting firm with offices in New York, Los Angeles, and Washington, D.C. The firm has provided strategic advisory services for some of the most complex mixed-use, neighborhood, downtown, campus, and regional development projects across North America and abroad since 1976.

HR&A conducts fiscal and economic impact analyses on behalf of a range of public, private, and non-profit organizations and has estimated the economic and fiscal impacts of more than $50 billion in proposed development since 2006. HR&A has studied the impact of the High Line, Times Square, and 111 Westminster (Providence, RI) amongst other major projects, policies, and places.

The firm and its partners have also worked extensively throughout Connecticut, including a strategic plan for retail development in South Norwalk, an economic and fiscal impact analysis for a mixed-use development in Stamford, economic development planning for the State Department of Economic and Community Development, and transit-oriented development advisory for the State Department of Transportation.

Key HR&A Principals

Shuprotim Bhaumik. HR&A Partner, Shuprotim Bhaumik, has over two decades of experience in the field of economic development, real estate and public policy consulting. His practice focuses on market and economic analysis, strategic planning, and development advisory services for public agencies, real estate investors and developers, financial institutions, and non-profit organizations. Shuprotim has extensive experience in economic and fiscal impact assessments, including assessments of the Film Production Tax Credit in Connecticut, New York State, and Massachusetts, the Saratoga Racecourse, Research Triangle Park, and the affordable housing industry in New York State.

Prior to joining HR&A, Shuprotim was a Senior Vice President at AECOM, where he led the firm's economics practice (formerly Economics Research Associates) in North America, and was responsible for managing and executing projects throughout the country. Shuprotim also worked as a Senior Vice President for the New York City Economic Development Corporation, where he led an interdisciplinary analytic team in developing initiatives for new and emergent business districts, analyzing public policies, and implementing economic development plans. Shuprotim received a Masters of Economics from the University of New York, Stony Brook, and a Bachelor's degree in Economics from Presidency College in Bangalore, India.

Kate Coburn. HR&A Partner, Kate Coburn, has been a key player in the real estate industry for nearly three decades, specializing in retail programming, downtown revitalization strategies, strategic planning, and mixed-use urban complexes. Her work focuses on incorporating retail and commercial uses into urban projects as activating components and has created significant bottom-line results for her clients including economic development agencies, transportation agencies, universities, business improvement districts, and real estate developers. Kate has substantial experience in the retail industry including a market feasibility study for Waypointe District in Norwalk, CT, development advisory services for Storrs Center in Mansfield, CT, a repositioning strategy for the Gallery at Market East in Philadelphia, and a strategy for developing a retail and entertainment destination in Willets Point in Queens, New York.

Prior to joining HR&A, Kate served as the Founding Partner in the New York office of Economics Research Associates (ERA). While there, Kate worked with the Port Authority to develop a retail revenue enhancement strategy for all Port-controlled airport, bus and rail facilities. Additionally, she conducted market analyses and tenant recruitment strategies for a number of retail districts including Lower Manhattan, Times Square, Princeton University and Columbia University. Prior to her work with ERA, Kate worked as the Vice President of Retail Leasing and Marketing for the 18-building Rockefeller Center development in New York, where she was responsible for the planning, marketing and leasing over 800,000 square feet of retail and restaurant space, and also as the Director of Retail Services for Cushman & Wakefield. Kate holds a Bachelor's of Science degree from the University of Wisconsin.

SELECT HR&A ADVISORS, INC. CLIENT LIST

Public Clients
Boston Redevelopment Authority
Boulder Urban Renewal Authority
City of Austin
City of Cincinnati
City of Columbus
City of Detroit
City of Los Angeles
City of Minneapolis
City of Mount Vernon
City of New Haven
City of New York - Department of City Planning, Department of Transportation, Economic Development Corporation, Housing Authority, Mayor's Office of Long Term Planning and Sustainability
City of Newark
City of Saint Paul
City of San Antonio
City of Santa Monica
City of Seattle
City of Trenton Department of Housing and Economic Development
Community Redevelopment Agency of the City of Los Angeles
Connecticut Department of Transportation
District of Columbia, Office of Planning
Fort Monmouth Economic Revitalization Authority
Long Island Regional Planning Council
Los Angeles County Metropolitan Transportation Authority
Los Angeles World Airports
Lower Manhattan Development Corporation
Maryland National Capital Park and Planning Commission
Mecklenburg County Real Estate Services Department
Minneapolis Parks and Recreation Board
New Haven Economic Development Corporation
New Jersey Economic Development Authority
New York State Energy Research and Development Authority
NJTRANSIT
Norwalk Redevelopment Agency
Olympic Park Legacy Company
Perth Amboy Redevelopment Agency
Port Authority of New York and New Jersey
Ramsey County Regional Railroad Authority
San Diego Centre City Development Corporation
South Carolina State Ports Authority
Southern California Association of Governments
Transport for London
Waterfront Toronto

Private Clients
Brookfield Properties
Catellus Development Corporation
Centex Homes
Daniel Island Development Corporation
Disney Development Corporation
Duke Energy
Edison Properties
Gatesi Group
Gaylord Entertainment
General Growth Properties
Home Depot Company
LCOR, Inc.
Macerich
Milstein Properties
Motion Picture Association of America
NBC Universal
New York Times Company
The Related Companies
S.L. Green Realty Corporation
Trammell Crow Company
Twentieth Century Fox
The Walt Disney Company
Westfield Corporation, Inc.
Wilson Meany Sullivan

Civic Clients
The Aga Khan Foundation of Canada
Alliance for Downtown New York
Atlantic City Alliance
Brooklyn Bridge Park Development Corporation
Cincinnati Business Committee
Cincinnati Center City Development Corporation
Community Corporation of Santa Monica
Delaware River Waterfront Corporation
Downtown Greensboro, Inc.
East Baltimore Development, Inc.
Memphis Riverfront Redevelopment Corporation
Times Square Alliance

Institutional Clients
Brown University
Cincinnati Children's Hospital
City University of New York
The College of New Jersey
Columbia University
International Finance Corporation
Keck Institute of Applied Life Sciences
Lehigh University
New Jersey Performing Arts Center
New York Blood Center
New York University Langone Medical Center
Owensboro Medical Health Systems
Trinity Wall Street
University of California, Los Angeles and Santa Barbara
University of Cincinnati
University of North Carolina at Greensboro
University of Southern California
University of Texas at Austin
University of Toronto
Washington University in St. Louis

Not-for-Profit Clients
92nd Street Y
Action Greensboro
Brooklyn Academy of Music
Brooklyn Museum of Art
Design Trust for Public Space
Friends of the High Line
Harry Frank Guggenheim Foundation
Minneapolis Orchestral Association
Museum for African Art
National Resources Defense Council
New York State Association for Affordable Housing
Research Triangle Foundation
Rose Kennedy Greenway Conservancy

AMENDMENT #5 TO LAND DISPOSITION & DEVELOPMENT AGREEMENT

THIS Amendment #5 to Land Disposition & Development Agreement ("**Amendment #5**"), is made as of the _ day of _____, 2017 ("Effective Date") by and among the **Norwalk Redevelopment Agency** ("**Agency**"), **The City of Norwalk, Connecticut** ("**City**") and **Norwalk Land Development, LLC** ("**Redeveloper**").

WITNESSETH:

WHEREAS, the Agency, the City and French Norwalk LLC ("French") were parties to a certain Land Disposition & Development Agreement dated as of December 15, 2000, and executed on May 7, 2001 (the "LDA"), pertaining to real property designated as Disposition Parcels 1, 2 and 4 in the Reed Putnam Urban Renewal Area (the "Urban Renewal Area"), as shown and depicted in the "Urban Renewal Plan for the Reed-Putnam Area, Norwalk, Connecticut (Amended and Restated)" (referred to in the LDA as heretofore amended as "Redevelopment Plan" and referred to herein as "Urban Renewal Plan") approved by the Agency on December 17, 1997 (further amendment approved March 24, 1999 and October 29, 2015), and by the Common Council of the City on February 10, 1998 (further amendment approved April 13, 1999 and October 27, 2015); and

WHEREAS, the LDA was amended by "Amendment #1 to Land Disposition & Development Agreement", dated December 31, 2001, among the Agency, the City and French, recorded on September 9, 2005, in Volume 5958 at Page 175 of the Norwalk Land Records; and

WHEREAS, the LDA was amended by "Amendment #2 to Land Disposition & Development Agreement", dated October 6, 2005, and recorded on October 7, 2005, in Volume 5992 at Page 4 of the Norwalk Land Records, whereby French assigned its rights under the LDA to 95/7 Ventures, LLC; and

WHEREAS, the LDA was further amended by "Amendment #3 to Land Disposition & Development Agreement" by and between 95/7 Ventures, LLC, the City and the Agency, dated October 11, 2007 (the "Third Amendment"), and a notice of which was recorded in Volume 6662 at Page 96 of the Norwalk Land Records; and

WHEREAS, 95/7 Ventures, LLC assigned its rights under the LDA to 95/7 Enterprises LLC ("Enterprises") by "Assignment and Assumption Agreement" dated as of February 8, 2013; and

WHEREAS, Enterprises assigned its rights under the LDA to Redeveloper by Assignment and Assumption Agreement, dated November 21, 2013 and recorded November 26, 2013 in Volume 7931 at Page 127 of the Norwalk Land Records, whereby Redeveloper assumed all obligations under the LDA, and conveyed the real property holdings in the Urban Renewal Area to Redeveloper, by deed dated November 20, 2013 and recorded on November 26, 2013, in Volume 7931 at Page 120 of the Norwalk Land Records; and

WHEREAS, the LDA was further amended by "Amendment #4 to Land Disposition &

Development Agreement" ("Amendment #4"), dated February 10, 2016, and recorded on February 17, 2016, in Volume 8302 at Page 61 of the Norwalk Land Records; and

WHEREAS, The Urban Renewal Plan was amended in connection with Amendment #4; and

WHEREAS, The parties hereto have been in discussions regarding additional amendments to the LDA and this Amendment #5 is intended to set forth the additional amendments to the LDA which have been agreed to by the City, the Agency and the Redeveloper; and

WHEREAS, the Agency approved this Amendment #5 and the amendments contained herein by appropriate Resolution adopted on _____ ___, 2017; and

WHEREAS, the Common Council approved this Amendment #5 and the amendments contained herein by appropriate Resolution adopted on _____ ___, 2017.

NOW, THEREFORE, pursuant to Section 23.14 of the LDA, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, intending legally to be bound, agree that the LDA hereby is further amended, effective as of the Effective Date, in the following respects:

1. **TERMINOLOGY.**

1.1 Capitalized terms not otherwise defined in this Amendment #5 shall have the same meanings as defined in the LDA or Amendment #4, as applicable. References in the LDA or in this Amendment #5, to "the LDA" or the "Agreement", shall refer to the LDA as in effect prior to the Effective Date.

1.2 The term "Effective Date of Amendment #5 shall mean that the Agency and the Common Council have approved this Amendment #5 and the Agency has approved the Plan Amendment, as the term "Plan Amendment" is defined in Section 6 below, to the Urban Renewal Plan; (a) any periods during which a legal challenge of this documents or the Plan Amendment may be instituted have expired; (b) none of the approvals have been challenged by a third party unrelated to Redeveloper, or if challenged, all such challenges have been fully and finally resolved in favor of Redeveloper, as determined by Redeveloper in its sole and exclusive discretion, with the expiration of any further appeal periods or rights of appeal. If no legal challenge has been commenced, the City and the Agency shall notify the Redeveloper of the Effective Date of this Amendment #5.

2. **INFEASIBILITY**. Paragraph 20 of the Amendment #4 is hereby revised as follows (deleted text in ~~*italicized strikeout*~~, new next in **bold underline**):

> "Except in the event of a substantial and material finance crisis, the City, the Agency and the Redeveloper hereby agree that notwithstanding the provisions of Article XVI of the LDA, the Redeveloper may not be relieved of any obligation to perform under the LDA ~~*due to the retail portion of the Project becoming Infeasible. In the event the Redeveloper*~~

~~*determines on or before twenty (20) months after the Improvements Commencement Date that the hotel portion of the Project is Infeasible, it may seek to amend the CMSP to substitute one or more of the other permitted uses for the hotel, provided, however, that the*~~. **The** Project shall at all times remain a mixed use ~~*project*~~**, which incorporates a Public Realm component (as defined in Attachment 5 to Amendment #4) and one other use as set forth in the Urban Renewal Plan**. The provisions of this Section 20 shall be subject to Section 18.13 (Force Majeure) of the LDA. **The parties acknowledge that Redeveloper made certain Infeasibility Determinations with respect to a third use for the Project and the City and the Agency have agreed to amend the LDA accordingly as further set forth herein.**"

3. **REVISED CMSP**. Annexed hereto as Schedule A is a revision of the Conceptual Master Site Plan ("CMSP") that originally appeared in Exhibit I to the LDA, which reflects elimination of the hotel and uses in accordance with revised Attachment Seven to Amendment #4 as set forth in Section 4 below. All references to Exhibit I in the LDA, to Attachment Two in Amendment #3 to the Land Disposition & Development Agreement, and to Revised Exhibit I in Amendment #4 shall refer to the CMSP as revised in attached Schedule A hereto.

4. **REVISED ATTACHEMENT 4.** Annexed hereto as Schedule B is a revision to Attachment 4 to Amendment #4, "Connectivity Plan," in which the "Connectivity Plan" therein is hereby deleted and replaced with a revised Connectivity Plan.

5. **REVISED ATTACHMENT 7 - CHART OF APPROVED LAND USES**. Annexed hereto as Schedule C is a revision to Attachment 7 to Amendment #4, which deletes the requirement that "A Minimum of Two Land Uses in Addition to Public Realm Are Required In Any Development" and defines Mixed Use as Public Realm and one other additional use of either retail, hotel, or office.

6. **AMENDMENT OF URBAN RENEWAL PLAN**. The Redeveloper consents to amendment of the Urban Renewal Plan ("Plan Amendment") attached as Schedule D to this Amendment #5 and references in the LDA and this Amendment #5 to the Urban Renewal Plan shall refer to the Urban Renewal Plan as so amended.

7. **APPROVALS AND TIMING.**

7.1 Paragraph 8.1 of Amendment #4 is hereby revised as follows (deleted text in ~~*italicized strikeout*~~; new next in **bold underline**):

"Within ~~*four*~~**one** (~~*4*~~**1**) months after the Effective Date, the Redeveloper shall file with the Zoning Commission a complete application for the Zoning Approvals specifically applicable to the Improvements **as revised** including any approvals from Governmental Authorities having jurisdiction over the Project, including but not limited to the Agency, that are prerequisite to final action by the Zoning Commission. Such application or applications may be appropriately divided and appropriately sequenced. A complete application shall be defined as those items **required by the Norwalk Planning & Zoning Department.** ~~*described on Attachment Two to this Amendment #4.*~~"

7.2 Paragraph 8.4 of Amendment #4 is hereby revised as follows (deleted text in ~~*italicized strikeout*~~):

> "Redeveloper shall complete the Improvements by the 'Improvements Completion Date' which shall be thirty eight (38) months after the Improvements Commencement Date. The Improvements shall be deemed complete for purposes of the Improvements Completion Date upon issuance of a temporary certificate of occupancy with respect to the mall depicted on the CMSP, as revised~~, *and substantial completion of the hotel shall depicted on the CMSP, as revised. Thereafter, the Redeveloper shall obtain a temporary certificate of occupancy with respect to the hotel portion of the Project within nine (9) months following Improvements Completion Date, provided, however, that the Redeveloper may request an extension of up to three (3) months for the temporary certificate of occupancy for the hotel portion from the Agency*~~. Any reference in the LDA to the term "Phase I Completion Date" shall be deleted and the term "Improvements Completion Date" shall be inserted in lieu thereof."

7.3 Paragraph 8.6 of Amendment #4 is hereby deleted in its entirety (deleted text in ~~*italicized strikeout*~~):

> ~~*"Not later than twenty (20) months following the Improvements Commencement Date, the Redeveloper shall provide the Agency and the Common Council with written verification that a hotel operator agreement is in full force and effect. Notwithstanding the foregoing, the Redeveloper shall promptly notify the Agency and the Common Council within thirty (30) days of entering into an agreement with a hotel operator. The Redeveloper shall promptly notify the Agency and the Common Council if such hotel operator agreement is in default or terminated subsequent to that date but prior to the proposed opening of the hotel."*~~

8. **PERMITTED PROJECT USES**. Paragraph 15 of Amendment #4 is hereby revised as follows (deleted text in ~~*italicized strikeout*~~; new next in **bold underline**):

> "Notwithstanding anything to the contrary set forth in the LDA, an aggregate of no more than six percent (6%) of the Gross Leasable Area of the Project may be operated as one or more restaurants during the period beginning on the Effective Date and ending on the date that is ten (10) years following the Improvements Completion Date. For purposes of this provision, "Gross Leasable Area" shall mean the total floor area designed for tenant occupancy and exclusive use, including any basements, mezzanines, or upper floors, but does not include common space **or** seasonable outdoor space ~~*or the hotel*~~. For the purposes of this provision, "restaurant" shall be defined as any tenant within the Project that sells, as its primary business, any type of food and beverage to be consumed within the Project and which has a liquor permit or otherwise serves liquor, wine and beer to customers~~, *excluding, however, the hotel*~~."

9. **MALL CLASSIFICATION.** Paragraph 16 of Amendment #4 is hereby revised as follows (deleted text in ~~*italicized strikeout*~~; new next in **bold underline**):

"It is the understanding of the parties that the Redeveloper shall maintain anchors of high quality, **which includes high quality tenants located in regional shopping centers as further defined as Class A Malls herein, including but not limited to high-end department stores,** ~~*(i.e., Bloomingdales, Nordstrom's, Saks Fifth Avenue, Neiman Marcus, Lord & Taylor, Macys and Von Maur)*~~**, high-end entertainment concepts, high-end fitness centers, high-end or specialty grocers and high-end furniture stores,** for a minimum of fifteen (15) years. The Redeveloper agrees that for a period of ten (10) years after issuance of a final certificate of occupancy, it shall not dispute the City tax assessor from considering the Project at a minimum as a Class A Mall for assessment purposes. A "Class A Mall" shall be defined as the dominant retail property in a metropolitan market, with two or more major anchors, and at least $425 per square foot in retail sales."

10. **EXACTIONS**. There is hereby added a new subparagraph to Section 9 of Amendment #4 that shall read as follows (new text **in bold underline**):

"In lieu of providing hotel, office, or residential as an additional use for the Project, and in furtherance of the objective of the parties to create a mixed use project in the Redevelopment Area that integrates with the surrounding neighborhood and to fulfill the goals of the Urban Renewal Plan, as revised, the Redeveloper shall make a one-time contribution of Three Million Five Hundred Thousand and 00/100 ($3,500,000.00) to the City, which will be used for improvements to neighborhoods surrounding the Project. The contribution shall be made by the Redeveloper within ten (10) days of the Final Land Use Approval."

11. **MISCELLANEOUS.**

11.1 The Agency and the City represent to Redeveloper that to the best of their knowledge, this Amendment #5 and the Urban Renewal Plan modification adopted in connection with this Amendment #5 have been duly and validly reviewed, approved and adopted by all requisite action on the part of the Agency and the Common Council and by any and all other local Governmental Authorities having jurisdiction thereof.

11.2 The City and Agency acknowledge that the Circulator payment in the amount of $550,000.00 as set forth in Amendment #4 Section 14 has been deposited into the Project Operating Account. All parties hereto agree that payment due from the Redeveloper to the City as set forth in Amendment #4 Section 12 ($1,022,500.00, the "Easement consideration") remains due and outstanding. Notwithstanding anything contained in Amendment #4, delivery of the Easement consideration to the City shall occur on the earlier of: (a) September 1, 2017; or (b) the date that is five (5) business days prior to the issuance of the building permit for the Project.

11.3 Section 23.3 of the LDA is hereby amended to authorize electronic mail transmission in lieu of electronic facsimile transmission for required notices, demands, or other communications under the LDA by any Party to the others.

11.4 Each party hereto by its execution of this document represents to the other that there are, as and of the date hereof, no defaults by either party under the terms, covenants or provisions of the LDA modified hereby and each party acknowledges that the other party relies upon such

statement and that each party in making such statement is estopped from asserting any preexisting defaults (i.e., defaults existing prior to the date hereof) including, but not limited to, any allegations of continuing defaults. The parties, by their execution hereof, waive any and all existing and claimed prior defaults. This provision shall not relieve the Redeveloper from making the Easement consideration payment as provided in Section 10.2

11.5 This Amendment #5 is executed within the jurisdiction of the State of Connecticut and the parties agree that the laws of the State of Connecticut shall be applicable to its interpretation and enforcement and each party by its execution hereof does hereby submit to the jurisdiction of the courts in the State of Connecticut or the United States District Court sited within the State of Connecticut for the resolution of any and all disputes hereunder.

11.6 Each party executing this Amendment #5 does represent to the other that the parties executing on behalf of the City, the Agency and/or the Redeveloper is duly authorized to enter into and execute this Amendment #5.

11.7 This Amendment #5 may be executed in one or more counterparts or copies, each of which when so executed shall be deemed to be an original hereof.

11.8 In the event of a conflict between the terms of the LDA and the terms of this Amendment #5, the terms hereof shall control.

11.9 The covenants, agreements, terms, provisions and conditions contained in this Amendment #5 shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.10 The parties hereby ratify and confirm all the terms, covenants and conditions of the LDA, as previously amended, that are not expressly modified by this Amendment #5, and that all the terms, covenants and conditions not modified herein remain unchanged and in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth next to the name of each, intending it to be legally effective and binding as of the date set forth at the beginning of this Agreement.

Signed, Sealed & Delivered in
the presence of:

WITNESSES:

CITY OF NORWALK, CONNECTICUT

_____

By _____
Harry Rilling, Its Mayor

_____

WITNESSES:

NORWALK REDEVELOPMENT AGENCY

_____

By _____
Felix R. Serrano, Its Chairperson

_____

WITNESSES:

NORWALK LAND DEVELOPMENT, LLC
By: GGPLP Real Estate, Inc., its sole member

_____

By: _____
Authorized Signatory

_____

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

On this the ___ day of _____, 2017, before me, the undersigned officer, personally appeared Harry Rilling, who acknowledged himself to be the Mayor of the City of Norwalk, Connecticut, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument as his free act and deed for the purposes therein contained, by signing the name of the corporation by himself as Mayor thereof.

_____
Commissioner of the Superior Court

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

On this the ___ day of _____, 2017, before me, the undersigned officer, personally appeared Felix Serrano, who acknowledged himself to be the Chairperson of the Norwalk Redevelopment Agency, a municipal agency, and that he as such Chairperson, being authorized so to do, executed the foregoing instrument as his free act and deed for the purposes therein contained, by signing the name of the municipal agency by himself as Chairperson thereof.

_____
Commissioner of the Superior Court

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

On this the ___ day of _____, 2017, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of GGPLP Real Estate, Inc., which is the sole member of Norwalk Land Development LLC, a limited liability company, and that he as such Manager being authorized so to do, executed the foregoing instrument as his free act and deed for the purposes therein contained, by signing the name of the company by himself as Manager thereof.

_____
Commissioner of the Superior Court

Schedule A
Revised Exhibit I to LDA (Revised CMSP)

Exhibit I to the LDA as heretofore amended is hereby further amended as follows:

1. The list of conditions preceding the CMSP is hereby revised to delete the following language (Deleted text shown in [[brackets & ~~strikeout~~]]):

- *[[~~Ground level frontage of the hotel - The hotel will have frontage on West Avenue.~~]]*

2. The following sheets of the CMSP by RTKL are hereby deleted and replaced and superseded with the immediately following sheets of the same name:

- Site Plan
- B2 Level Plan
- B1 Level Plan
- Level 1 Plan – Street Level
- Level 2 Plan – Mall Level 1
- Level 3 Plan – Mall Level 2
- Level 4 Plan – Mall Level 3
- Site Sections

3. The following new sheets of the CMSP by RTKL are hereby added to the CMSP:

- Level 1 Mezzanine Plan
- Level 2 Mezzanine Plan
- Concept View – West Avenue @ Pine St – Looking North
- Concept View – Interstate 95 North Bound
- Concept View – West Avenue @ I-95 – Looking South
- Concept View –North Water Street
- Concept View – Oyster Shell Park

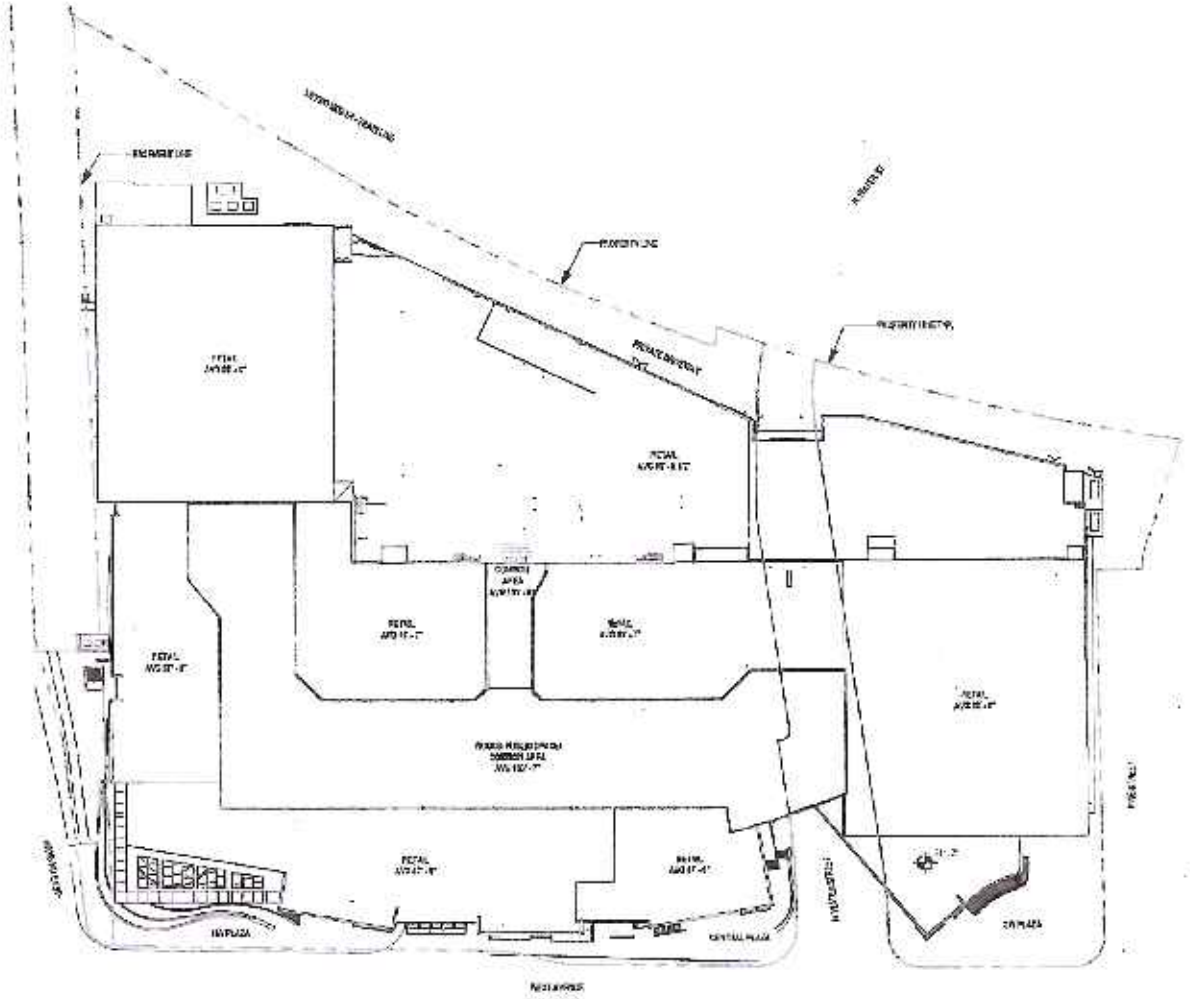
4. All references to or depictions of the hotel in the sheets of the CMSP not modified herein are hereby deleted.

CONCEPT MASTER SITE PLAN

THE SoNo COLLECTION

APRIL 13th, 2017

GGP RTKL



NOTE: HEIGHTS MEASURED FROM WEST AVENUE AVERAGE CENTERLINE (+20'-6" S.L.)

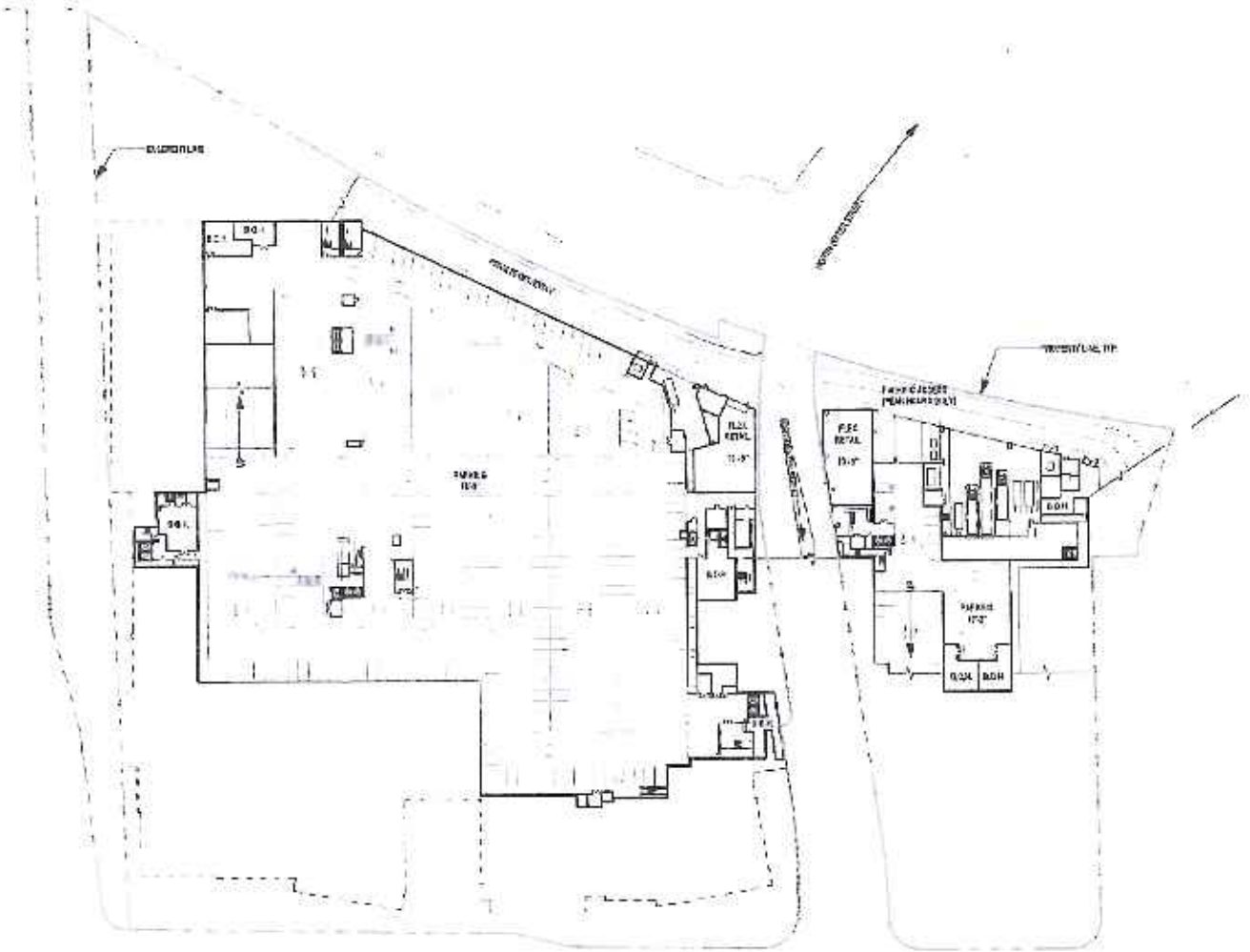
50' 100' 200'

SITE PLAN

GCP RTKL

THE SoNo COLLECTION

04/13/17 CMSP



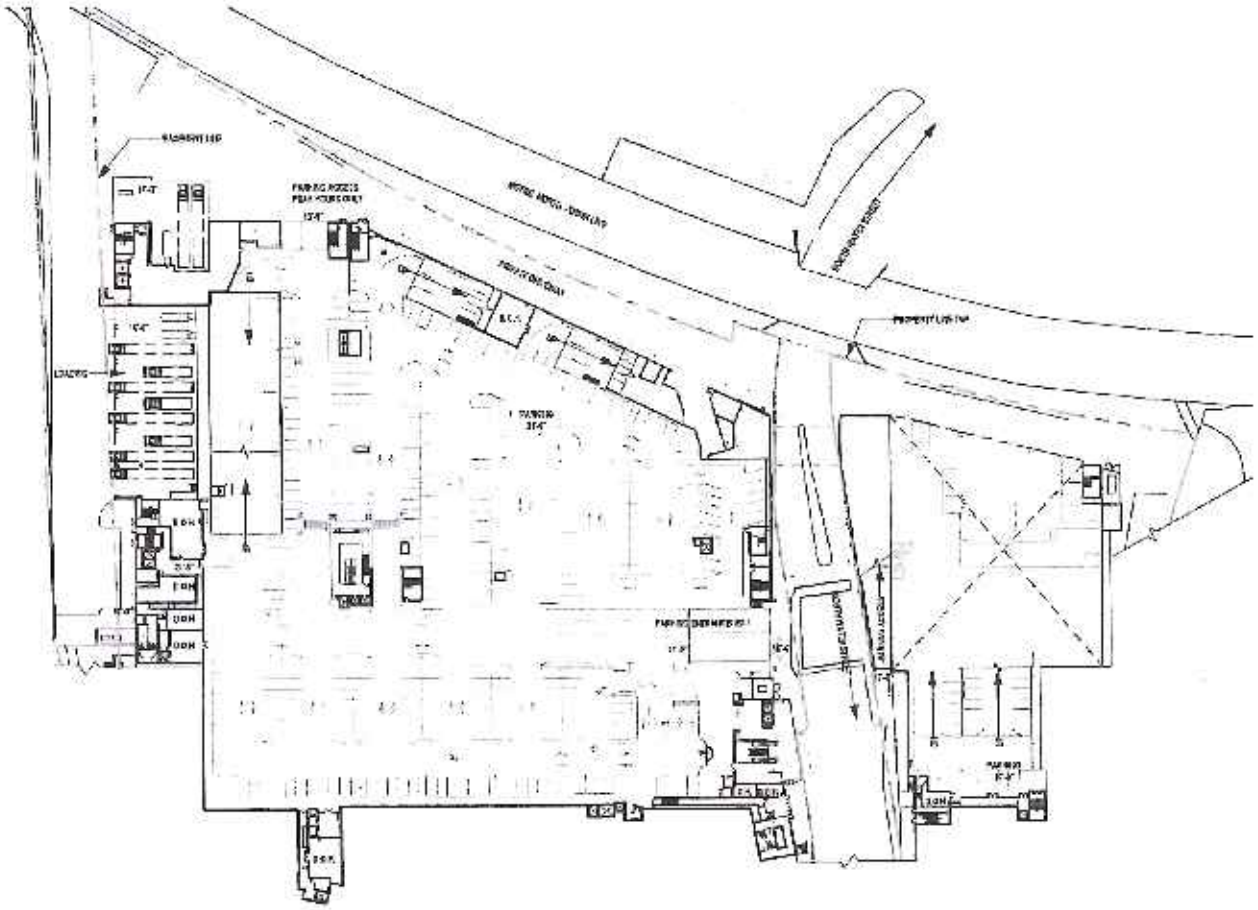
50' 100' 200'

B2 LEVEL PLAN

EL + 10'-9"

THE SoNo COLLECTION

04/13/17 CMSP



50' 100' 200'

B1 LEVEL PLAN

EL + 21'-0"

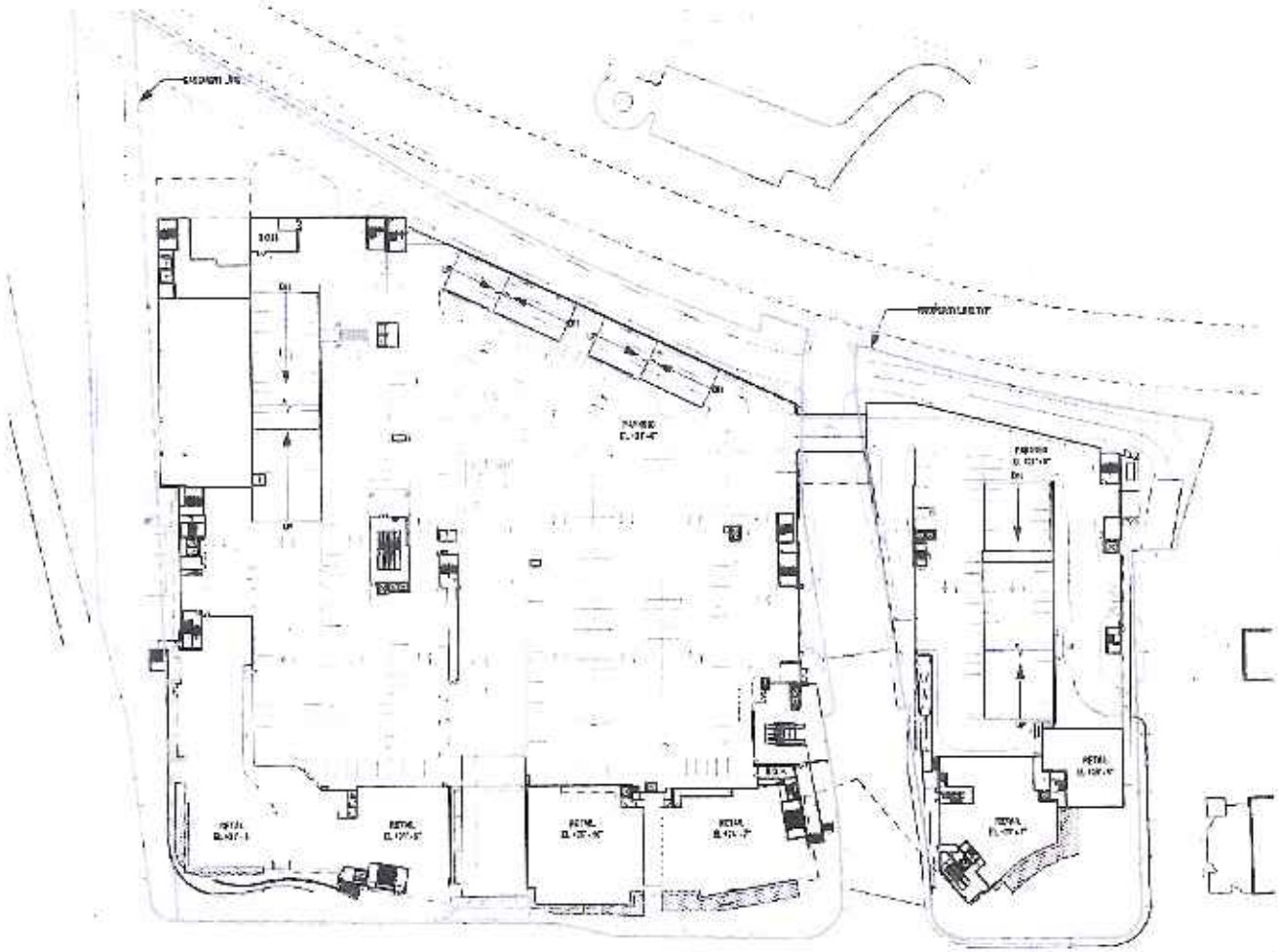
GGP

BTKL

PAGE 4

04/13/17 CMSP

THE SoNo COLLECTION



50' 100' 200'

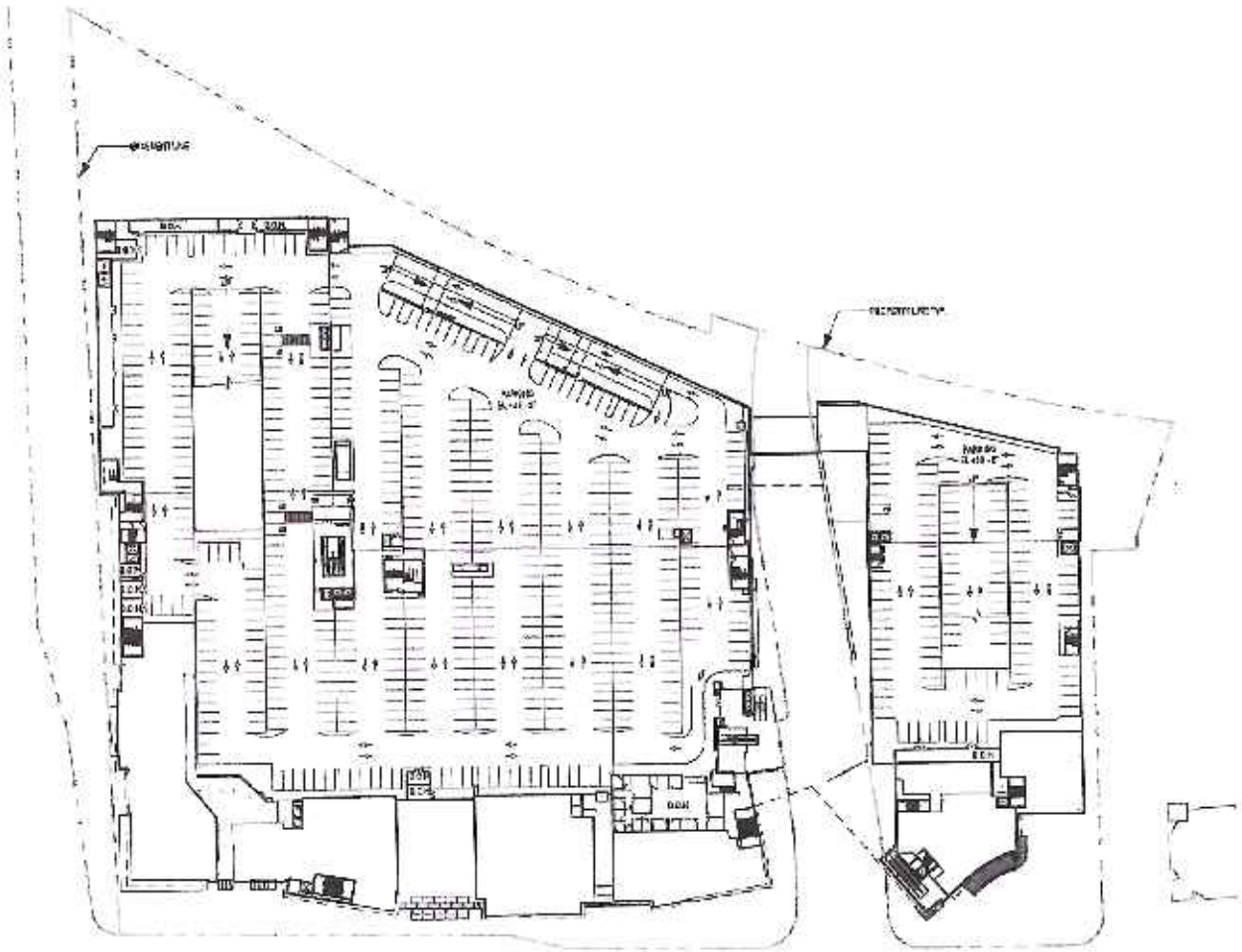
LEVEL 1 PLAN - STREET LEVEL EL+ 31'-6"

GGP

RTKL

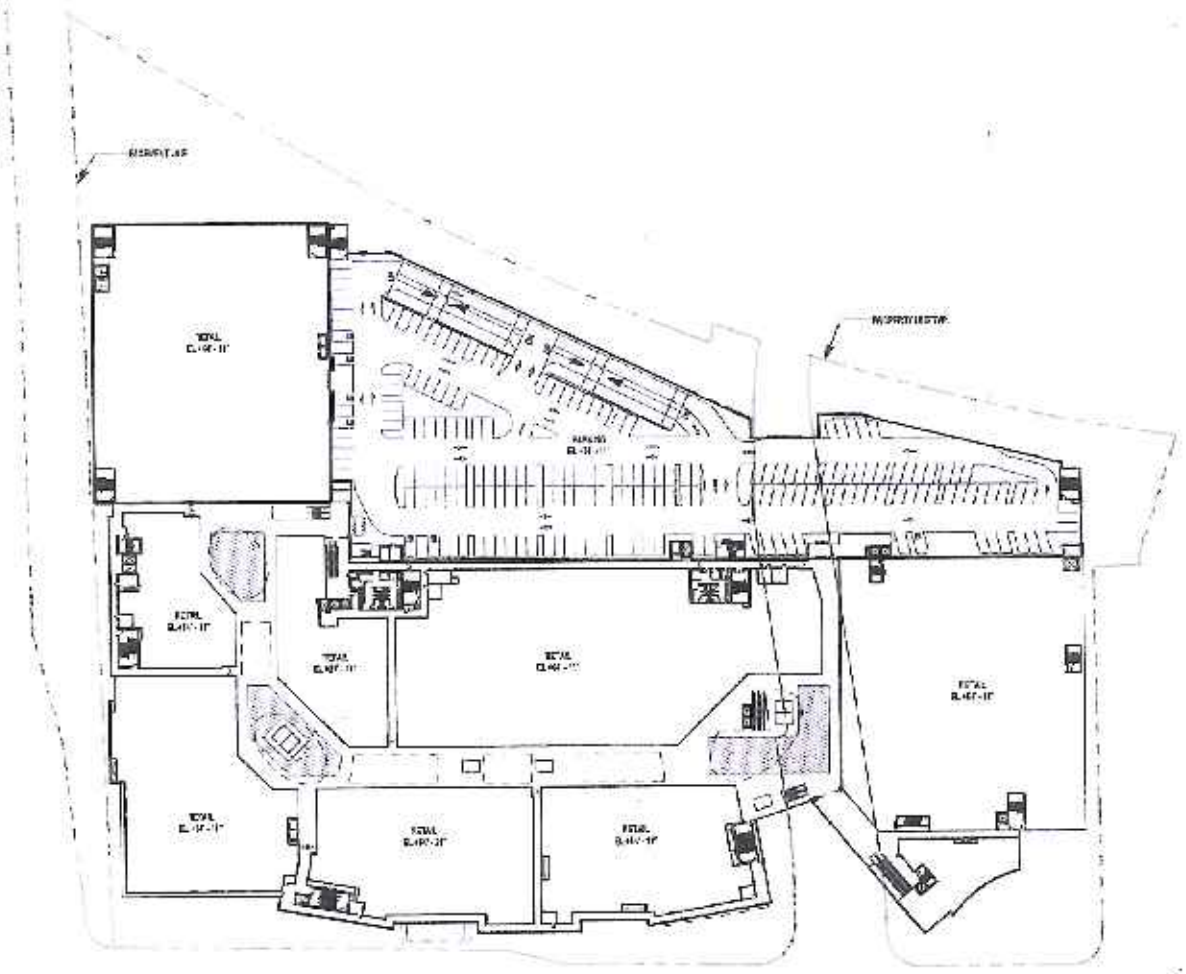
THE SoNo COLLECTION

04/13/17 CMSP



LEVEL 1 MEZZANINE PLAN

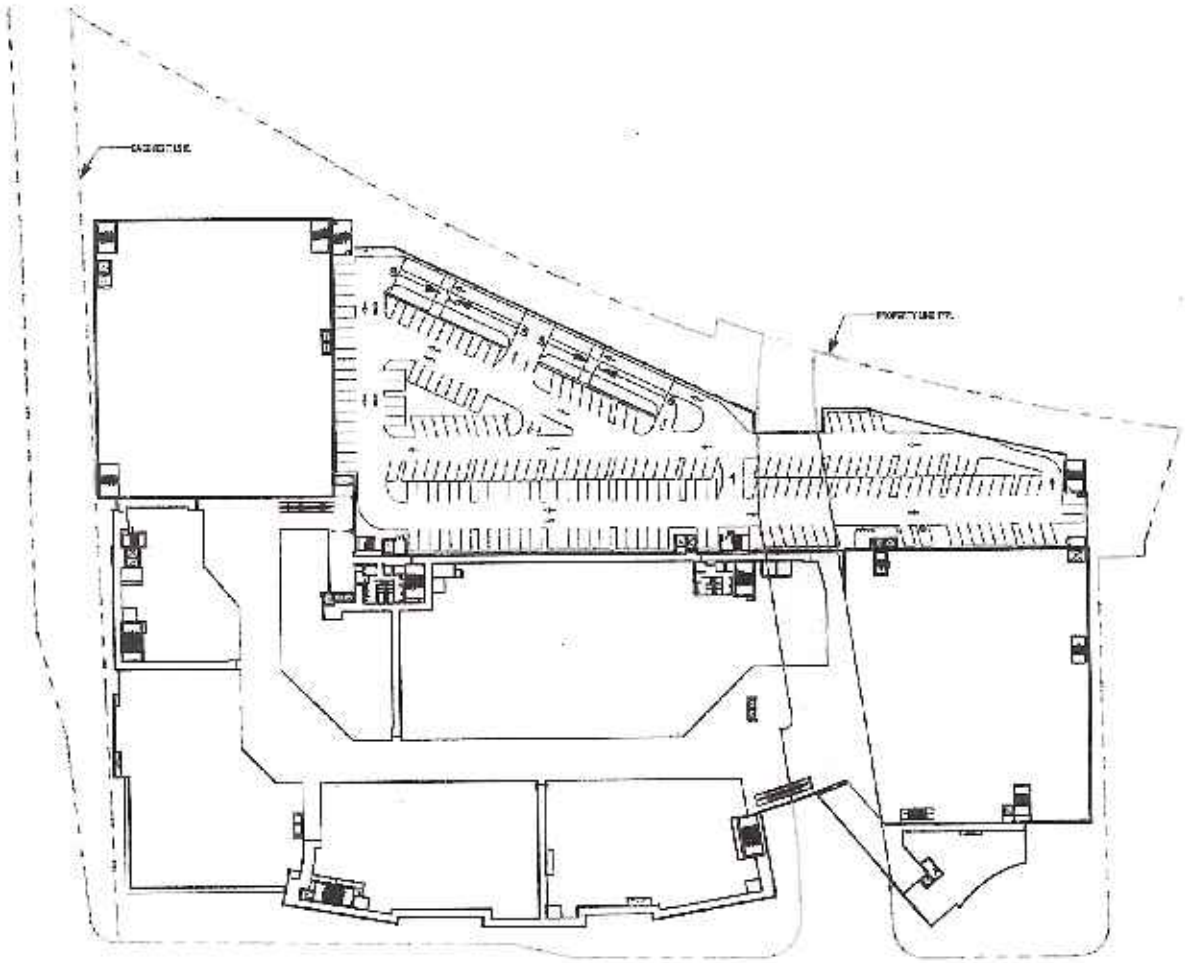
EL + 41'-9"



50' 100' 200'

LEVEL 2 PLAN - MALL LEVEL 1 EL + 58'-11"

GGP RTKL



0' 100' 200'

LEVEL 2 MEZZANINE PLAN

EL + 65'-9"

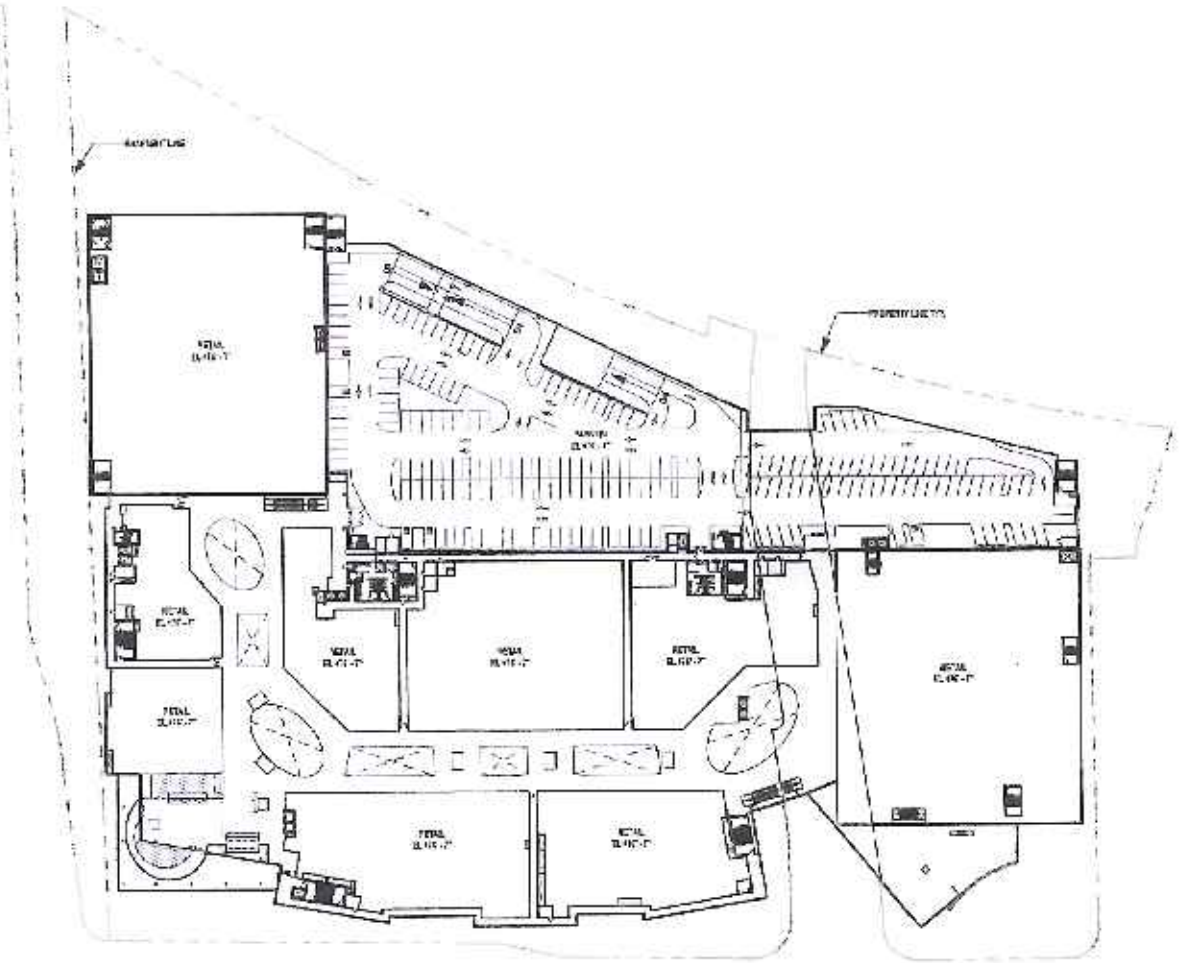
GGP

FTKL

PAGE 3

04/13/17 CMSP

THE SoNo COLLECTION

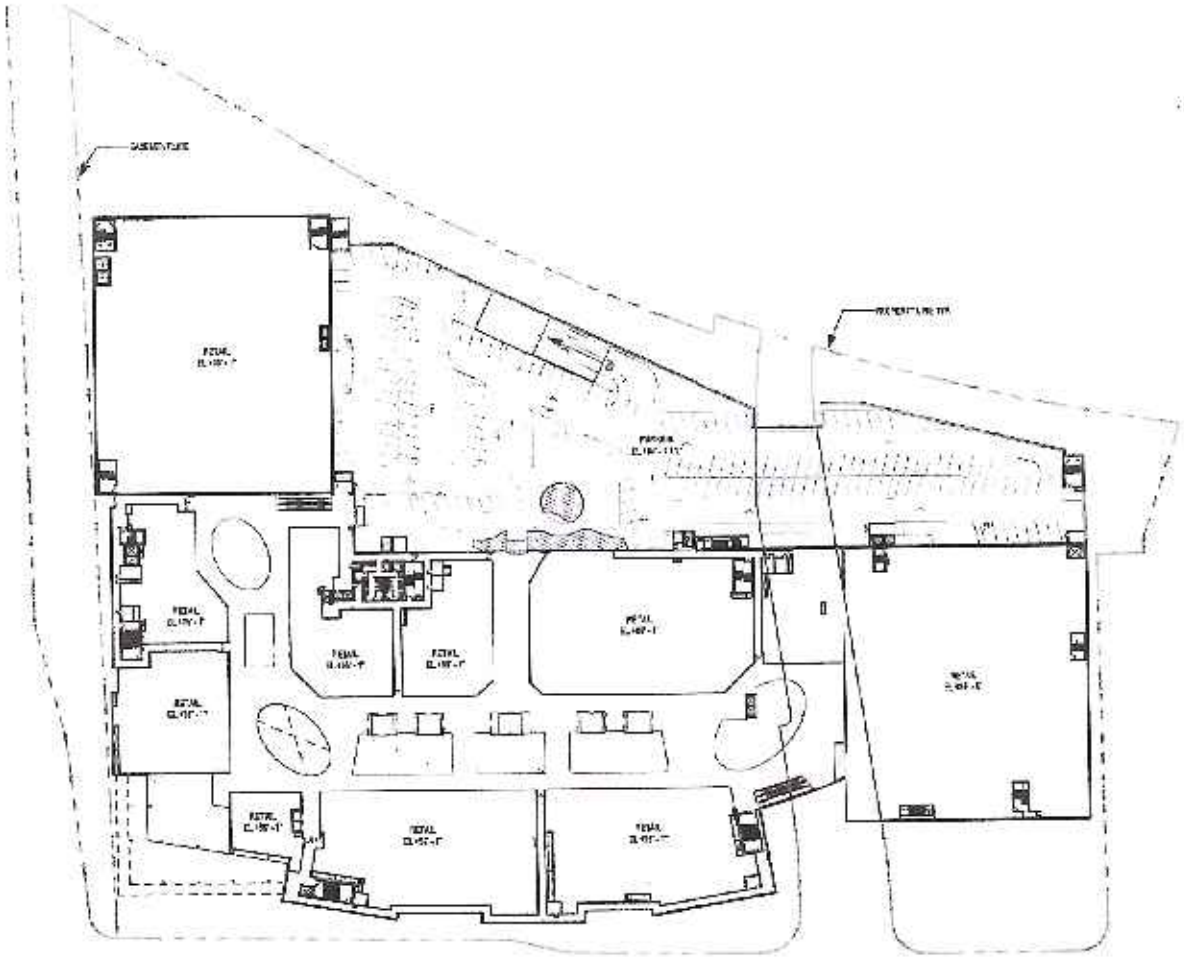


50' 100' 200'

LEVEL 3 PLAN - MALL LEVEL 2 EL + 76'-7"

THE SoNo COLLECTION

04/13/17 CMSP



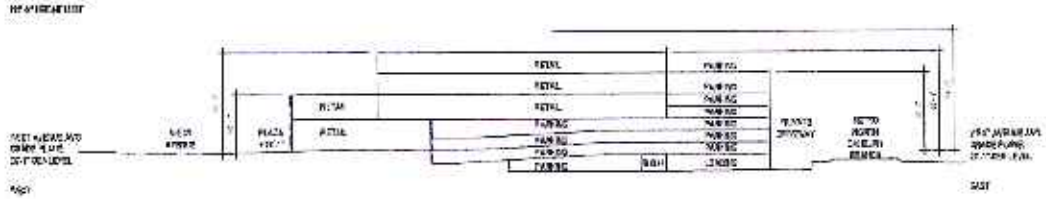
50' 100' 200'

LEVEL 4 PLAN - MALL LEVEL 3 EL + 95'-1"

GGP

RTKL

NORTH SECTION



SOUTH SECTION

NOTE: "HEIGHT" MEASURED RELATIVE TO BASE ELEVATION +0'-0"

0' 100' 200'

SITE SECTIONS

GGP

RTKL

PAGE 1

04/13/17 CMSP

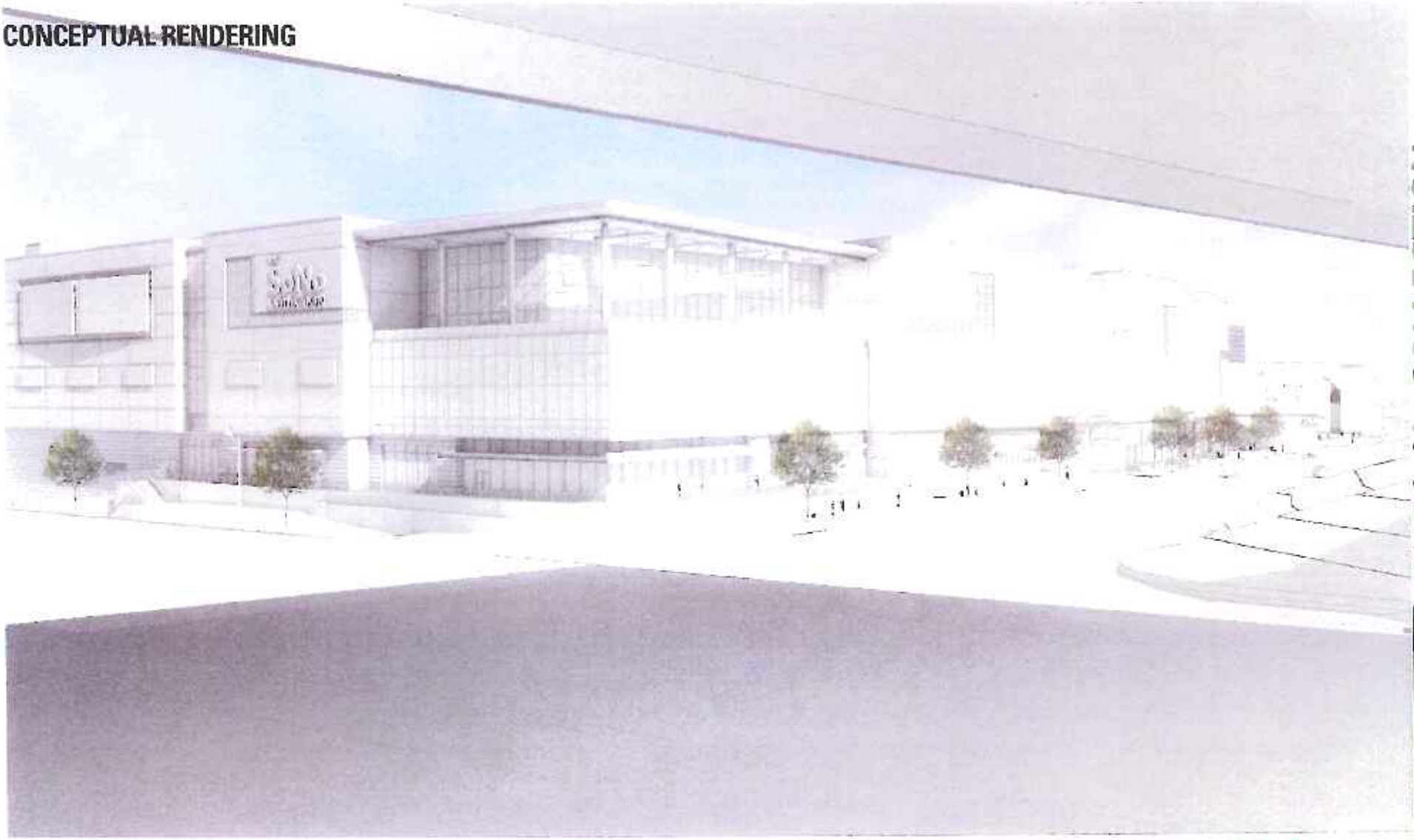
THE SoNo COLLECTION

CONCEPT VIEWS

CONCEPTUAL RENDERING

CONCEPT VIEW - WEST AVENUE @ PINE ST - LOOKING NORTH

CONCEPTUAL RENDERING



CONCEPT VIEW - INTERSTATE 95 NORTH BOUND

GGP

RTKL

CONCEPTUAL RENDERING

CONCEPT VIEW - WEST AVENUE @ I-95 - LOOKING SOUTH

GGP

HKL

CONCEPT VIEW - NORTH WATER STREET

CONCEPTUAL RENDERING

CONCEPT VIEW - OYSTER SHELL PARK

Schedule B

Revised Attachment 4 to Amendment #4 – Connectivity Plan

CONNECTIVITY PLAN

GGP

RTKL

04/13/2017 CMSP

NORWALK DEVELOPMENT

Schedule C

Revised Attachment 7 to Amendment #4 to LDA – Chart of Land Use Volumes

New text shown in **bold underline; Deleted text shown in [[brackets & ~~strikeout~~]]**

PARCELS 1, 2 AND 4 OF THE REED PUTNAM URBAN RENEWAL PLAN

Recommended Scale and Density of Development (2015)

Site Area Calculations	FAR	Land Area			
Parcel 1&2	2.0	448,394 SF			
Parcel 4	2.0	123,883 SF			
TOTAL	2.0	572,227		1,144,454	
		572,227	Minimum Allowable Development 700,000 SF Plus Parking	Maximum Allowable Development 1,144,454 SF Plus Parking	Maximum Height 200 FT Minimum Height 50 FT

Currently Approved CAISP

Overall Project	Units	Area	Parking	Comments
Retail		125,000		
Office		601,000		
Residential	250	317,000		
Hotel	145	101,300		
Parking Spaces			1,473	
TOTAL	395	1,144,300	1,473	

Currently Approved Land Uses and Volumes (2007)

Office	475,000 – 525,000 SF
Retail	25,000 – 125,000 SF
Residential	250 – 350 Units
Hotel	80,000 – 110,000 SF
Affordable Housing	15% of Residential Units
Public Outreach	2-4%

Recommended Approved Land Uses and Volumes (2015)

Office	85,000 – 675,000 SF of Class A Office
Retail	75,000 – 750,000 GLA (Definition: Applicable 100% Maximum All subject to Restaurant Uses, Anchors of High Quality
Residential	50 – 350 Units 15% Affordable
Hotel	85,000 – 175,000 SF Minimum 150 Rooms

	With Upscale Facilities
Required Public Realm (Definition Attached)	5% of Total Development Square Footage, City/Redevelopment Agency Approval Of The Specific Improvements
Institutional (Optional not one of mixes of uses on the site)	5,000 – 25,000 SF
Parking (**Not a Use**)	As Required by Zoning
Required Mixed Use	[~~A Minimum of Two Land Uses in Addition to Public Realm Are Required In Any Development~~] **Public Realm and One additional use of either Hotel, Office or Retail**

Schedule D

URP Amendment

AMENDMENT TO URBAN RENEWAL PLAN FOR REED PUTNAM AREA

DEVELOPMENT PARCELS, 1, 2 & 4

NORWALK LAND DEVELOPMENT, LLC – CONCEPTUAL MASTER SITE PLAN AMENDMENTS AND AMENDMENTS TO URBAN RENEWAL PLAN FOR THE REED PUTNAM AREA, NORWALK, CT, AS PREVIOUSLY AMENDED

The following section of the *Urban Renewal Plan for the Reed Putnam Area (Approved February 10, 1998, as Amended and Restated, Modified as Approved October 29, 2015)* require modification of text, table or mapped information in response to the proposed Conceptual Master Site Plan modification submitted to the Redevelopment Agency by Norwalk Land Development, LLC for certain changes for Development Parcels 1, 2 & 4 in the project. The following identifies each Section of the Urban Renewal Plan wherein a change is required and states the proposed text or map change.

SECTION 2 – PLAN SUMMARY

- **P. 10 – Section 2.4 – Vehicular Circulation**
  - There is reference to "currently proposed CMSP"; add *as amended*

- **P. 12 - Section 2.6.2 – Mixed Use Developments**
  - This section indicates that the current CMSP depicts an 85,000 square foot hotel with not less than 150 rooms. Revise to refer to CMSP *as amended* and delete reference to hotel.

SECTION 3 – LAND USE AND CONTROLS

- **P. 13 – Section 3.1 – Land Use Plan**
  - Revise chart of Approved Uses/Approved Volumes to delete that Mixed Use must be a "Total of three land uses inclusive of public realm" and add that Mixed Use must be "Public realm and One additional use of either Hotel, Office or Retail."
- **P. 13-14 – Section 3.1.3 Mixed Use**
  - Revise permitted uses for Mixed Use to include public realm and entertainment

SECTION 5.4 – PLAN APPROVAL AND AMENDMENTS

- **5.4.1 – Procedures for Approval**
  - add "as may be required by state staututte" in relation to reviews, findings "and/or" approvals from Planning and Zoning Commissions
  - Revise reference to Appendix E to indicate that said Appendix indicates "supplemental" proposed revisions to current zoning regulations.

APPENDIX B – PREFERRED DEVELOPMENT PROGRAM

- **P. B-2 – Section 6 – Parcels 1, 2, and 4**
  - This section indicates that the current CMSP depicts an 85,000 square foot hotel with not less than 150 rooms. Revise to refer to CMSP *as amended* and delete reference to hotel.

APPENDIX C – PREFERRED DEVELOPMENT VOLUMES

- Delete requirement for a minimum of two approved land uses in addition to Public Realm, and revise to read that the approved use for Parcels 1, 2, and 4 is Mixed Use provided that two approved land uses be included, one of which must be Public Realm.

APPENDIX E – PROPOSED ZONING CHANGES

- Revise definition of MIXED USE RETAIL SHOPPING CENTER DEVELOPMENT, to include public realm and entertainment
- Obtain modifications of existing approvals for the Project

FIGURE 3A – LEVEL 1 PLAN

- Revise to delete depiction of/references to hotel.

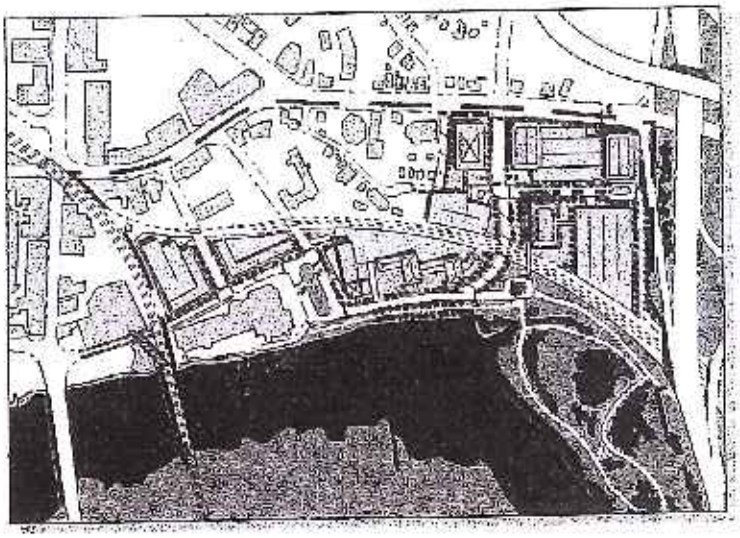
Urban Renewal Plan for the Reed Putnam Area Norwalk, Connecticut

(As Amended and Restated)

Approved by the Norwalk Redevelopment Agency
(December 17, 1997)

Approved by the Norwalk Common Council
(February 10, 1998)

Modified as approved by
The Norwalk Common Council ~~October 27~~_____, 201~~75~~
The Norwalk Redevelopment Agency ~~October 29~~_____,
201~~57~~



Prepared for the Norwalk Redevelopment Agency

By

Cecil & Rizvi, Inc.
376 Boylston Street
Boston, Massachusetts

Urban Renewal Plan for the Reed Putnam Project Area

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1. Introduction

The *Urban Renewal Plan for the Reed Putnam Project Area* was initially approved in 1983. Since that time there have been significant changes in the regulations pertaining to environmental controls on development, as well as in the regional economy affecting the area real estate markets. The original Plan has been revised and restated herein to provide a better fit between the goals of the community and the development opportunities available. This includes not only matching development parcels with prospective users, but also a better articulation of objectives relating to urban design and landscape requirements, in order to ensure development of a high quality environment consistent with the long term planning goals of the City of Norwalk.

1.1. Scope of Revisions

In general, the overall approach and structure of the original Plan as established by State statute have been maintained. However, changes have been introduced to the parcelization patterns, land use plan, urban design guidelines, and regulations on development. These revisions are intended to capitalize on the current development potential of the area without losing sight of the general objectives originally identified by the Plan, and the best interests of the City. Since the enactment of the most recent modifications, there have been significant improvements made in the Plan area that have yet to be adequately reflected in the governing document, as well as regulatory and statutory changes pertaining to development advanced by an Urban Renewal Plan, and changes in the regional economy as it relates to real estate markets and development. This Amendment Recognizes that there are three development Parcels which remain to be developed in the Plan area; Parcels 1, 2 and 4, and amendments are desirable to articulate proper objectives relating to those Parcels.

These latest revisions are intended to relate only to Parcels 1, 2 and 4 in the Plan area, as they are the remaining primary sites for development. All other Parcels shall continue to be regulated by the Plan in effect at the time the Parcels were developed.

1.2. Goals and Objectives

The general objectives identified by the original Plan remain valid as today's goals. They are:

- Create development opportunities for an appropriate mix of uses, including office, retail, residential, hotel and non-profit institutions.
- Increase the tax base of Norwalk.
- Enhance public access to and enjoyment of the Norwalk waterfront.
- Increase housing opportunities for the residents of Norwalk.
- Increase employment opportunities for the residents of Norwalk.

In order to better further the long-held and articulated goals and objectives of the Plan, the following clarifications are stated: With respect to Parcels 1, 2 and 4, it should be understood and agreed that the objectives shall be deemed to require:

- A mixture of not less than three approved uses, including Public Realm
- Inclusion of a strong public infrastructure element to promote connection to the Norwalk waterfront and Washington Street
- A requirement that not less than 10% of the units of any housing built be deemed affordable to a standard acceptable to the Redevelopment Agency. Such requirement stands regardless of the applicability of the City's Workforce Housing Zoning regulation. The inclusion of meaningful job training and job placement activities, advancing long-term employment opportunities by negotiated agreement with the Redeveloper.

Additional planning and design objectives to be accomplished through the Plan include the following:

- Identify solutions to the traffic and parking issues generated by new development. To further enhance appropriately sized parking facilities proposed, plans shall follow market standards for the number of spaces required and the size of parking facilities, and elements thereof, such as lane widths, stall size and screening of garages and the Agency ascribes to the Zoning Commission the determination of the parking requirements and standards for new developments occurring on said Parcels.

  Parking becomes a significant determinant of the amount of development and the quality and value of the overall district. The revised plan establishes realistic parking volumes that will be required for the various use types, examines how the cost of accommodating this parking will result in design strategies by prospective developers, and defines measures to mitigate the resulting traffic impact on the area.

- Consider visibility and views from the different development parcels, as well as views of the project area both from I-95 and the local streets.

  Highway identity is an important consideration for many developers and users. The views from the development parcels are also important. Upper level views towards Long Island Sound, the SoNo historic commercial district, and the hillsides that frame Norwalk will be important attributes of each site. The Plan will serve to maintain and enhance important public view corridors to the River, the new Heritage Park, and other amenities.

  With respect to Parcels 1, 2 and 4, it is recognized that important public view corridors do not exist and views to other important attributes, as stated above, will primarily be limited to the upper floors of proposed buildings.

- Promote a high-quality urban environment.

  The Reed Putnam area constitutes a unique opportunity for the City of Norwalk to extend along the waterfront the particular downtown character and livability that already make it special. The revised Plan provides a framework to ensure that new development fits appropriately into the area, positively contributing to its overall urban qualities. New development on Parcels 1, 2 and 4 shall appropriately integrate into the existing built environment and positively contribute to the City's urban aesthetics.

2. Plan Summary

2.1. Existing Conditions

The Reed Putnam Project Area consists of approximately 70 acres strategically located in the immediate vicinity of South Norwalk, the attractive SoNo historic commercial district, and the Norwalk River (See Figure 1, Existing Conditions and Development Context, and Appendix A, Project Area Boundaries.) In addition, its convenient location adjacent to the intersection and access ramps of major vehicular transportation routes, such as I-95 and US Route 7, makes it a natural site for the future development of higher density uses typical to downtown areas.

The Project Area is divided in two sections by the Danbury Branch Railroad, which runs north-south parallel to the river. The area located to the East of the rail line, originally a waterfront, industrial district and landfill, has been progressively redeveloped over the past twenty two years with institutional, multi-family residential, office, commercial/retail and public recreational uses.

To the west of the rail line, a change of use and character is evident along North Main Street and West Avenue. Close to Washington Street, uses are predominantly multi-family residential, commercial /retail, with several institutions located along West Avenue. In the Pine Street neighborhood, old industrial buildings have been successfully renovated and converted into market rate apartments. Approaching the I-95 and Route 7 interchange to the north of Pine Street, land was cleared for development a decade ago, but private development fell victim to market forces and the great recession. The Redevelopment Agency seeks to more efficiently advance development on this portion of the plan area known as Parcels 1, 2 and 4, via this amendment.

2.2. Preservation and Redevelopment

Given the existing conditions and development context of the Reed Putnam area, two distinct strategies have been identified for urban renewal: preservation/rehabilitation and redevelopment.

The area located between the Danbury Branch Railroad and West Avenue, from Washington Street to Pine Street is designated as most appropriate for preservation/rehabilitation (See Figure 2, Preservation Area and Redevelopment Parcels.) Uses here are fairly consolidated, and renovation initiatives have been consistently taking place at a small scale. New development in this zone will likely occur on an infill basis, building by building.

The area immediately adjacent to the most northern end of North Water Street and West Avenue, development Parcels 1, 2 and 4, located between West Avenue and the Danbury Branch Railroad, are the primary sites remaining in the plan area for significant redevelopment activity. The vacant property in this area has been made ready for development consistent with the plan objectives and relative to its location adjacent to I-95 and the Norwalk River.

An analysis of the existing conditions of these Parcels at the intersection of I-95 and Route 7 indicates that these Parcels remain in a blighted substandard physical and economic condition relative to their location and proximity to major regional transportation corridors, their environmental condition and lack of any economically contributing activated use. Additionally, it has been determined that these sites can accommodate development in accordance with the approved land uses and volumes referenced in Appendix C.

2.3. Illustrative Site Plan

An analysis of the existing conditions indicates that the parcels close to the intersection of I-95 and Route 7 are appropriate sites for office use, given their location and accessibility. The parcels located east of the Danbury Branch Railroad line are more appropriate for uses complementary to the recreational and institutional character of the waterfront, such as hotel and residential, retail, public realm and mixed use.

Figure 3, Illustrative Site Plan, represents the preferred development plan in terms of massing and location of buildings. It shows a mixed use development consisting of retail, hotel and public realm on Parcels 1, 2 and 4, located to the west of the railroad line. The sites across North Water Street from the Maritime Aquarium would be redeveloped for mixed use (office, residential, retail, and parking for Maritime Aquarium users.) Uses for each of the redevelopment parcels identified in the previous section are the following:

Use	Parcel(s)
Mixed Use	1, 2, 4
Hotel, residential	3
Mixed Use	5, 6

A detailed description of the program of uses assumed as a basis for this Site Plan is included in Appendix B, Preferred Development Program.

2.4. Vehicular Circulation

Certain infrastructure improvements will be essential to accommodate the proposed development within the Plan. In particular, improved vehicular and pedestrian circulation throughout the Project Area will be necessary. Some improvements may be required prior to construction on key development parcels, while others may be constructed as part of each parcel's development program.

The construction of a new Riverside Drive and Esplanade walkway along the waterfront are critical elements to the circulation plan. Additionally, a new Reed Street extension and railroad underpass connecting Putnam Avenue to Riverside Drive provide improved access to Parcels 3, 5, 6, and the Maritime Aquarium. It should be noted that references to "Reed Street extension" or "Reed Street" shall be interpreted to mean North Water Street.

The realignment of Putnam Avenue is proposed to maximize the development possibilities of the adjacent parcels. On the south side of Reed Street, a segment of Putnam Avenue and the adjacent parcels are combined into a single development site (Parcel 4), since each of the separate lots by itself would be too small to allow for substantial development volumes and the necessary ancillary parking. An extension from Pine Street to West Avenue is proposed, in order to preserve traffic and fire access to the neighborhood. It is explicitly noted that if development proceeds under the currently proposed CMSP, as amended, that Putnam Avenue north of North Water Street will not be constructed and that only the combined area of Parcels 1, 2 and 4 as well as the areas above the newly constructed North Water Street would be large enough to allow the development volumes, public realm, and the necessary ancillary parking as depicted on the CMSP, as amended. It is explicitly noted that while development may proceed over North Water Street, except for temporary closure due to construction or maintenance, vehicular traffic and pedestrian passage shall at all times be maintained on North Water Street.

The Plan also calls for a realignment of North Water Street within the boundaries of the Project Area, to increase the amount of open space available and facilitate pedestrian circulation in front of the Maritime Aquarium. The preservation of Marshall Street as an important vehicular and pedestrian access to the waterfront, open to traffic, is recommended.

2.5. Traffic Mitigation and Control

Development on Parcels 1, 2 and 4 in the Reed Putnam area and the necessary parking volumes will significantly affect traffic patterns and flows through the area. This issue has been documented by previous traffic studies both public and private.

The increase in traffic volume at certain intersections due to new development may be considerable during peak hours, in particular at the intersection of West Avenue, North Water Street, and the I-95 Northbound On-Ramp.

In planning for such traffic, the following actions have long been proposed and have now been completed by the Redevelopment Agency:

- The northbound access ramp to I-95 now allows for control of exiting traffic from the Reed Putnam area through signalization and queuing along West Avenue. The ramp has been widened to accommodate a dedicated lane of traffic entering onto the ramp. The construction of an additional northbound lane on West Avenue from Reed Street to the I-95 Northbound On-Ramp, with an additional dedicated right hand turn onto the ramp to expedite the exiting traffic volumes generated during peak hours has been completed.

- The I-95 Exit 15 (southbound) ramp has been improved to accommodate two lanes of traffic exiting onto West Avenue (southbound) in addition to existing northbound lane, together with necessary signalization adjustments to reflect increased volumes associated with the potential new development.

  Crescent Street has been closed to general traffic at Science Road, maintaining

its right-of-way east of Putnam Avenue for fire and emergency access only. Thus it directs all traffic exiting the new developments to use North Water Street and West Avenue in order to reach the I-95 intersection, increasing the queuing capacity for northbound traffic and allowing multiple opportunities to provide traffic control points. By maintaining the current location of the I-95 Northbound On-Ramp, a portion of the vacated Crescent Street right-of- way was utilized to enable greater traffic volumes to enter onto the ramp. Notwithstanding the above provision, nothing shall prevent the construction and use of internal drives in the general location of Crescent Street, provided that no such drives shall intersect with West Avenue at the northerly portion of Parcel 1, and nothing shall prohibit the use of Crescent Street at the northern border of Parcel 2.

- Additional improvements at the intersections of Butler/Crescent and Butler/West in addition to improved access to I-95 southbound from West Avenue have been completed.

- North Water Street was widened to four lanes coming into West Avenue in order to accommodate exiting traffic from the major redevelopment Parcels.

- Pine Street extension has been constructed, and the existing Pine Street right-of-way has been upgraded to establish a width of 25 feet and to provide sidewalks.

- Overflow parking for the Maritime Aquarium and Heritage Park on weekends is directed towards the new parking garage. In order to maximize parking opportunities throughout the Reed Putnam district, it remains important to provide for shared parking in new and existing facilities among complementary uses, wherever possible

2.6. Phasing Considerations

Redevelopment of the Reed Putnam area will occur in response to market conditions and the interests of particular sectors at a specific time. However, a few general assumptions can be made about phasing: Development of Parcels 1, 2 and 4, the last remaining major Parcels in the Plan area should be encouraged to be undertaken as a single phase development.

2.6.1. Infrastructure Improvements

Some of the proposed infrastructure improvements will be necessary before redevelopment can take place, or at least should be under construction concurrently with the development of the adjacent parcels. Such is the case for Riverside Drive and the waterfront Esplanade, the proposed Reed Street extension and viaduct, and the proposed realignment of Putnam Avenue and closing of Crescent Street. Additional off-site improvements will be required along West Avenue in the form of a dedicated right turn lane, and improved on-ramp highway access for both north and south bound I-95 traffic.

2.6.2. Mixed Use Developments

Development of Parcels 1 and 2 could happen in any sequence, at the same time, or combined in one project. The reconstruction of Putnam Avenue and widening of Reed Street and West Avenue needs be scheduled in accordance with the development on these parcels.

Development of Parcel 4 could take place independently of Parcels 1 and 2, but construction of the proposed Pine Street extension should occur simultaneously with development on Parcel 4 in order to ensure that access to the surrounding neighborhood remains continuously available.

Notwithstanding the above, the current CMSP, as amended, depicts a single phase, mixed use development consisting of a minimum of ~~85,000 square foot hotel with not less than 150 rooms,~~ a regional shopping mall containing approximately 700,000 square feet of Gross Leasable Area (equal to approximately 960,000 gross square feet of floor area), approximately 3,000 parking spaces, and approximately 50,000 square feet of public realm. Should development proceed in accordance with the CMSP, as amended it is noted that the reconstruction of Putnam Avenue will not be necessary and construction will take place above North Water Street; provided, however, except during periods of construction and/or maintenance, nothing shall prohibit the free flow of vehicular and/or pedestrian passage along North Water Street.

2.6.3 Maritime Aquarium Area.

The construction of a parking facility for visitors to the Maritime Aquarium must be completed before adjacent parcels, currently used for public parking, become available for redevelopment. The proposed realignment and reconstruction of North Water Street should be scheduled concurrently with development of Parcels 5 and 6.

The proposed hotel on Parcel 3 cannot be built until alternative parking for the Maritime Aquarium is available.

3. Land Use and Controls

3.1. Land Use Plan

Only three primary development Parcels (Parcels 1, 2 and 4) containing approximately 12 acres remain in the plan area for redevelopment. The large

size of these combined Parcels is expected to allow for development volumes within a range consistent with approved land uses and volumes attached in Appendix C subject to the market trends for office, retail, hotel, multi-family residential and public realm development.

The recommended development volumes for these Parcels are generally consistent with the levels allowed under current zoning regulations.

Approved Uses	Approved Volumes
Class A Office	85,000-625,000 SF
Retail	75,000 – 750,000 GLA 10% Maximum Restaurant Use Anchors of high quality
Residential	60 -350 Units 15% Affordable
Institutional	5,000 -25,000 SF
Hotel	85,000 -175,000 SF 150 Rooms Minimum
Public Realm	5% of total development SF
Parking	As required by Zoning
Mixed Use	~~Total of three land uses inclusive of public realm~~ Public realm and One additional use of either Hotel, Office or Retail

3.1.1. Commercial

The principal commercial use is for business, professional, or government offices. Accessory retail, not to exceed 5 percent of the office development allowed on a parcel, may include personal service stores (such as barbershops, beauty salons, and shoe repair shops), banks, travel agencies, restaurants and coffee shops, stationery stores, bookstores, tobacco stores, and newsstands. Transportation terminals designed as an integral part of a structure containing one or more other permitted uses may be allowed as an accessory use, subject to approval by the Redevelopment Agency. Accessory parking is to be provided in structures conforming to the controls and guidelines described in Section 3.5, Land Use Controls and Chapter 4, Urban Design Guidelines of this document.

3.1.2. Combined Hotel and Residential Uses (Parcel 3)

Hotel use shall be for a first-class full service hotel with accessory parking and support facilities. Such uses are proposed to be combined with residential use as part of the same development, but not necessarily sharing the same structure, building, or location within the site. The purpose of combining hotel and residential uses is to achieve a higher utilization of the only site with premium access and views of the waterfront for visitors and Norwalk residents, as well as to create economics of scale that may result from the combination of two compatible uses.

3.1.3. Mixed Use (Parcels 1, 2, 4, 5 and 6)

Mixed used is intended to foster a diversity of compatible land uses within a single development parcel or structure. The result of a mixed use project shall be to more effectively utilize a parcel or structure to achieve the stated goals of the

urban renewal plan. Permitted uses may include retail, restaurant, entertainment, public realm, residential, office, institutional and parking. Such uses may be organized in combination with one or more of the permitted uses and accessory parking as required by the Norwalk Zoning Code. In all mixed use projects a minimum of 30 percent of the ground floor area shall be devoted to retail or institutional use, while residential uses shall be limited to the floors above the first floor.

With respect to Parcels 1, 2 and 4, transportation terminals designed as an integral part of a structure containing one or more other permitted uses may be allowed as an accessory use, subject to approval by the Redevelopment Agency. Accessory parking is to be provided in structures conforming to the controls and guidelines described in Section 3.5, Land Use Controls, and Section 4, Urban Design Guidelines, of this document. Additionally, permitted uses on Parcels 1, 2 and 4 shall include hotel, provided that all lodging rooms connected with the hotel shall be limited to the floors above the first floor.

3.2 Development Parcels

Six major development parcels, ranging in size from approximately 1.3 to 4.4 acres, are identified within the area proposed for "Redevelopment." The large size of these parcels is expected to allow for development volumes within a range consistent with current market demands for office, hotel and residential development.

The recommended development volumes for these parcels are generally consistent with the levels allowed under current zoning regulations. They are as indicated in Figure 5, Major Development Parcels, and Appendix C, Preferred Development Volumes.

Whenever appropriate for reasons of market and land use efficiencies, certain of the proposed parcels may be combined to form an even larger site. In particular, Parcels 1, 2 and 4 together with the area above North Water Street could be developed together as a large, mixed-use project, although public access and use of North Water Street should always be maintained; Parcels 5 and 6 could be developed at the same time or as complementary phases of the same project, although public access and use of Marshall Street should always be maintained.

3.3 Streets and Parks

Figure 6, Streets and Parks, illustrates the proposed roadway alignments and parks for the Reed Putnam Project Area. Major public recreational areas and open space are concentrated along the waterfront, as a result of the construction of the Heritage Park and Esplanade, and the expansion of the Maritime Aquarium. References in this document, including any of the figures attached hereto, to Putnam Avenue, are made with the express understanding that the Developer of Parcels 1 and 2 may, in its discretion, eliminate that proposed street.

The proposed roadway alignments have been set for the Reed Putnam Project Area and for the most part the remaining primary development Parcels, Parcels 1, 2 and 4. The Plan's major public recreational areas and open space are concentrated along the

waterfront, as a result of the construction of the Heritage Park, Oyster Shell Park and the Esplanade, and the expansion of the Maritime Aquarium. Connections to and from these recreational amenities via new development on Parcels 1, 2 and 4 is highly encouraged.

3.4 Landscaping Plan

A sequence of wide sidewalks and landscaped sitting areas is proposed to connect West Avenue to the Maritime Aquarium along Reed Street and Riverside Drive (See Figure 7, Open Space Concept.) Sidewalks, tree lined (except where located beneath a building), 8 to 12 feet wide along West Avenue, Reed Street, Riverside Drive and North Water Street, are an important feature of the plan.

The pedestrian connection between the Maritime Aquarium and SoNo via Ann Street and development Parcels 1, 2 and 4 should be emphasized by incorporating wide sidewalks and measures to slow traffic speeds on North Water Street.

Tree lined sidewalks of 12 feet wide along West Avenue and 8 ft. wide along North Water Street, is an important feature of the plan. Ancillary streets will have a minimum width of six feet.

Landscaped open spaces, while privately owned and maintained, are to be made accessible to the public. In particular, pedestrian sitting areas partially shaded by trees are planned at the intersection of North Water Street and curb cuts leading to and from Parcels 1, 2 and 4. Additionally, it is envisioned that development on Parcels 1,2 and 4 can activate connections from the development site to the waterfront and its recreational amenities by providing for and maintaining street furniture, wayfinding and street art of visual interest along North Water Street and in proximity of the recreational amenities. In these areas and along sidewalks, trees should be planted that are proportional to those already planted in the area. The tree species should be appropriately integrated to provide a sense of variety. A street tree plan which identifies the tree species, its proportions, planting environment and maintenance plan is to be submitted to the Redevelopment Agency for its approval as is any landscaping plan that directly abuts the public right of way.

3.5 Land Use Controls

In addition to the previous sections, land use and development in the Reed Putnam area shall conform to the dimensional requirements indicated in the following diagrams:

Figure 9. Maximum Building Heights

Figure 10. Setbacks and Build-to Lines

Figure 11. Curb Cut Zones

Figure 12. Easements and Public Rights-of-Way

An existing utilities easement running across Parcel 2 could be negotiated subject to approval by the City, if the existing utilities are rerouted around the parcel, making

use of the abandoned Crescent Street right-of-way.

In addition to the previous sections, land use and development on Parcels 1, 2 and 4 in the Reed Putnam area shall conform to the dimensional requirements of the Reed Putnam Design District Subareas A and/or B either existing or as so amended by zoning: Existing schedule of height and bulk of buildings in the Reed Putnam Design District is attached in Figure 9, Maximum Building Heights.

4. Urban Design Guidelines and Specific Design Guidelines for Reed Putnam West Parcels 1, 2 and 4

The following urban design guidelines are intended as criteria to guide and orient the development on each parcel during the project design and design review process, in order to ensure that the desired image and high quality of environment are achieved throughout the Project Area.

These guidelines are organized in four sections: buildings (meaning structures dedicated to the primary use of the site,) parking (meaning parking areas or structures devoted to parking,) landscaping, and signage.

4.1 Buildings

4.1.1. Orientation

New buildings should be oriented with their wider elevation preferably facing South, in order to take advantage of sun exposure and the excellent views of Norwalk Harbor and Long Island Sound that would be available from the upper floors.

4.1.2. Location within the Site

Buildings should be located close to the street and public pedestrian areas. The primary facades, including the main entrance to the building, should relate to the public pedestrian areas or the street. Buildings should not be located to the rear of the parcel or next to railroad tracks.

4.1.3. Relationship to Parking

Buildings should be set back from parking structures, or partly located on top of parking garages. In this case, the building structure should be associated with the parking structure in such a way that only a portion of the building floor plate is used for parking on the lower floors. A minimum of half the floor plate (50 percent) of the lower floors of the building should be dedicated to a permitted use other than parking. Buildings located on top of parking garages, in which the lower floors are exclusively used for parking, shall not be allowed.

4.1.4. Access

Primary access to buildings should be from the street or landscaped areas accessible to the public. Secondary access should be provided from parking garages.

4.1.5. Setbacks

The minimum setback from the street, to be measured from the curb, should be as indicated in Figure 10, Setbacks and Build-to Lines, for each parcel. A minimum setback of 30 feet from parking garages or other buildings should be maintained, except when the building and parking structures are combined as described in Guideline 4.1.3, Relationship to Parking.

4.1.6. Materials and Colors

Building materials should include brick, stone or masonry cladding on their exteriors, particularly in the vicinity of the Maritime Aquarium. The lower floors of the building should be finished with a masonry base at least 3 stories high from the ground level, modulated with openings and design details that relate to the structural organization of the building. A more individual expression through the use of setbacks, recesses, balconies, rooftops, and different materials is encouraged for the upper floors. Warm colors and earth tones are recommended. Bright color accents may be allowed subject to review by the City authorities. Bronze mirror curtain wall or the extensive use of glass curtain wall at every floor of the building are not allowed.

4.1.7. Architectural Character

Building design should be responsive to the context, specifically, the particular geographical and landscaping features of the surrounding area, the main views towards and from the building itself, and the adjacent landmark buildings. It should not mimic, but be in consonance with the character of the existing downtown and SoNo district.

4.1.8. Electrical and Mechanical Equipment

All electrical and mechanical equipment, except electrical transformers, should be located inside the buildings. HVAC systems should be centralized in all new buildings. Rooftops should be architecturally treated in such way that their shape, size and scale would allow for the location of any large mechanical equipment that needs to be on top of the building. No penthouses, rooftop mechanical units visible from the exterior, or window air conditioning units are allowed.

4.2. Parking

4.2.1. Location within the Site

Parking structures should be located towards the rear of the parcel or in the vicinity of the railroad tracks. Prime locations within each parcel should be reserved for primary buildings.

4.2.2. Street Frontage

The total length of parking garage elevations facing a street should not exceed a specified percentage of the street frontage for each parcel, according to the following schedule:

Putnam Avenue:	60 percent maximum
Reed Street:	40 percent maximum
Ann Street:	30 percent maximum
West Avenue:	20 percent maximum
Riverside Drive:	20 percent maximum
Marshall Street:	20 percent maximum
North Water Street:	0 percent
North Main Street:	0 percent

The remainder of the street frontage should be occupied by one or more other permitted uses (commercial, hotel, residential, retail, etc.,) or by landscaped open space as indicated in Figure 8, Landscaping Plan.

4.2.3. Access

Parking access and curb cuts are allowed from secondary roads only, as shown on Figure 11, Curb Cut Zones. Direct access from West Avenue will not be allowed, except in the case of an office "campus" development on Parcels 1 and 2 combined. In this case, access must be provided by a dedicated driveway and controlled by a traffic light properly located between the intersections of Reed Street and the I-95 Northbound access ramp.

4.2.4. Setbacks

The minimum setback from the street for parking structures including underground levels, to be measured from the curb, should be as shown on Figure 10, Setbacks and Build-to Lines, for each parcel. A minimum setback of 30 feet from buildings or other parking garages should always be maintained.

4.2.5. Materials and Colors

Garage exteriors should include brick, stone or masonry details in their design. On elevations facing the street, a masonry cladding consistent in height and design with the masonry base of the primary buildings in the project is recommended. The use of warm and earth color tones is encouraged. Bright color accents may be allowed subject to review by the City authorities.

4.2.6. Architectural Character

The design of garage elevations that would mitigate the impact of large prefabricated elements by means of details or the use of materials (brick, stone or masonry cladding) is highly recommended. The design of the upper level of every parking

structure must incorporate landscaping and paving patterns to add visual interest when viewed from adjacent buildings and I-95.

4.2.7. Loading Areas and Dumpsters

Loading and dumpster areas are to be located within the building or parking garage footprint, and towards the rear of the parcel. Adequate space and clearance should be provided for maneuvering of single bodied trucks and WB-50 tractor trailers. As required by the development program. Access and curb cuts are allowed from secondary roads only, as shown on Figure 11, Curb Cut Zones. No access from West Avenue will be allowed.

4.3. Landscaping

4.3.1. Open Space

Open space on each parcel should be visible from the street, except by private residential courtyards or outdoor storage areas if necessary. The use of fences, walls, or continuous hedge plantings on the front property line will not be allowed, except when screening of outdoor uses or site equipment is required. In such a case, every fence or wall facing the street should be setback at least 5 feet from the property line, and the front of the fence or wall should be landscaped with low plantings (See Guideline 4.3.7, Buffering and Screening.)

4.3.2. Planting

A line of trees planted every 40 feet is required along all sidewalks 8 to 12 feet wide, as shown on Figure 8, Landscaping Plan. On 12 feet wide sidewalks, trees should be set back 3 feet from the curb. On 8 feet wide sidewalks, trees should be set back a minimum of 2 feet from the curb. Large, deciduous trees, should be selected from the list of tree species included in Section 3.4, Landscaping Plan of this document. Evergreen trees are recommended for buffering and screening. Flowering trees should be used as design accents, especially in pedestrian sitting areas and landscaped open space accessible to the public. Low plant materials such as shrubs and small trees, preferably of flowering varieties, may be included as desired in the landscaping of each parcel.

4.3.3. Pedestrian Sitting Areas

Landscaped sitting areas for public use should be provided and well maintained at locations indicated in Figure 7, Open Space Concept. These areas should be visible and easily accessible to pedestrians on the street. A "bosk" or canopy of trees providing shade to at least half of the sitting area is recommended.

4.3.4. Materials and Colors

Hard-surface, durable materials and natural colors are recommended as paving materials for sidewalks, walkways and sitting areas. Materials should include brick, granite, cobblestones, concrete pavers, or concrete with significant details and accents in other materials. The use of bituminous pavement for pedestrian areas is not allowed.

4.3.5. Site Furniture

All pedestrian and sitting areas should be adequately equipped with good quality and durable lighting, benches, and trash receptacles, made consistent with approved city standards. The use of decorative elements such as planters, fountains, pergolas, or trellises is encouraged.

4.3.6 Lighting

Site lighting should be provided by pole-mounted fixtures, with the bottom of fixture no higher than 17 feet above finish grade. No primary lighting of site areas, including driveways, should be from the building exterior parapets or roofs. All exterior lighting should be height cut-off fixtures in the white light spectrum (metal halide.)

4.3.7. Buffering and Screening

Planting of different sizes and qualities should be provided along parking garage elevations facing the street or another building. Planting should include a line of large evergreen or deciduous trees planted every 40 feet and set back at least 8 feet from the garage exterior wall. Trees should be selected from the species listed in Section 3.4, Landscaping Plan, and interspersed with lower plantings. Electrical transformers, underground utility feeds, site mechanical equipment (if necessary,) outdoor storage areas, and private residential courtyards should be screened if visible from the street. Screening should consist of any solid fence or wall built of natural materials compatible with the materials of the adjacent buildings. These would include brick and other fired-clay masonry units, natural stone, and painted or stained wood. Every fence or wall facing the street should be setback at least 5 feet from the property line, and the front of the fence or wall should be landscaped with low plantings.

4.3.8. Site Utilities

With the exception of electrical transformers, all site utilities shall be located underground.

4.4. Signage

4.4.1. Purpose

Signage should advertise the name and the type of business or organization at its location. It should not advertise brand names, unless that brand name is inherent in the name of the business.

4.4.2. Types of Signs Allowed

Flat wall signs are allowed for commercial, hotel and retail uses. Projecting signs, meaning signs mounted on the building perpendicular to the street, may be allowed only for retail uses. Projecting signs should convey information in a unique way, utilizing images that visually represent the goods or services provided at the premises. In a multiple storefront building, signage should be of a consistent location, size and material, and of harmonious color. Free-standing ground signs are recommended for office, hotel and residential uses. Only one free-standing ground sign shall be allowed per building. Off premises signs shall not be allowed.

4.4.3. Location and Size

In new commercial and mixed use buildings, a strong signage band should be designed just above the level of the storefront, if flat wall signs are to be employed. Signs should be sized to extend across the entire sign band yet within the vertical building elements that define individual storefront bays. Signage above the sills of the second story windows will not be allowed, except by flat wall signs identifying a hotel or the principal user of a commercial building. In this case, the location and size of the sign should be integrated with the architectural design of the building, subject to approval by the Norwalk Redevelopment Agency and appropriate City authorities. Projecting signs should be centered on a vertical pier, column or pilaster, rather than centered on a wall opening such as a door, window or storefront. A minimum clearance of 9 feet under the projecting sign should be maintained. Ground signs should be fully located within the parcel boundaries, and should not be greater than 50 square feet or more than 6 feet above grade.

4.4.4. Materials and Color

Signs should be made of durable materials compatible with those of the building served. These would include wood, metal, and stone piers for ground signs. Plastic in general is not recommended, except if used in combination with other materials or as part of individual internally lit letters or symbols. Signs utilizing light-colored letters against a dark background and signs on canopy fabrics advertising the name of the business or organization are encouraged. Neon signs advertising only a business name, illuminating at a steady, even light level, are appropriate if located inside the facade glass.

4.4.5. Lighting

Signs should be lit by the building's exterior lighting fixtures or by individual backlit letters against a dark background. Directly illuminated signage should be from a series of gooseneck or similar extended arm fixtures which direct light to the facade and are compatible with the design of the building. Internally lit signs should not be used, except by individual letters or symbols on a dark background. Such signs must be flat wall signs that conform to all other design guidelines. On all free-standing signs, exterior lighting of the sign with ground or sign-mounted fixtures is encouraged.

4.4.6. Design Review

Every sign intended to be visible from public areas will be subject to design review and approval by the Norwalk Redevelopment Agency and appropriate City authorities. The purpose of the review is to ensure that the proposed design, materials and location conform to these guidelines as well as to any other applicable regulations.

4.5 Special Guidelines Applicable to a Single Phase Mixed Use Development for Parcels 1, 2 and 4

Notwithstanding anything above to the contrary, the Design Guidelines in Appendix D shall apply to Parcels 1, 2 and 4.

With respect to Parcels 1, 2 and 4, the guidelines attached to this Plan Amendment as Appendix D shall serve as the criteria to guide and orientate the development on said Parcels 1, 2 and 4.

5. Regulations on Development

5.1. Parcel Regulations

Development on the several Parcels shall be subject to all the controls set forth in the applicable Urban Design Guidelines of this document. In addition, the following regulations will apply:

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

5.1.2. If a Request for Proposals is issued for a parcel, development of that parcel shall be governed by the terms of the RFP. Notwithstanding, the site plan, landscaping plan, and the exterior design of all buildings shall be subject to the review and approval of the Norwalk Redevelopment Agency, on the basis of the controls and guidelines set forth by this plan on Chapter 3, Land Use and Controls and Chapter 4, Urban Design Guidelines.

5.1.3. Vehicular traffic improvements and new utilities are indicated in Figure 13, Traffic Circulation and Improvements, and Figure 14,. Existing and Proposed Utilities. These improvements will be made by the developers of adjacent parcels, subject to negotiation with the Norwalk Redevelopment Agency and appropriate City authorities. With respect to Parcels 1, 2 and 4, all remaining vehicular traffic improvements and utilities required for any development will be made by the developers, subject to approval of the Norwalk Redevelopment Agency and appropriate City authorities.

5.1.4 In addition to any other provisions of this plan, certain public improvements must be constructed as a precondition to development of redevelopment parcels. Developers shall work cooperatively with the City to ensure that such improvements are constructed in a timely manner. These improvements must be built according to city standards and standards listed elsewhere in this Plan, and they must be accepted by the City as complete and standard prior to issuance of a temporary or final Certificate of Occupancy for the private development. These improvements are outlined in the following schedule:

Parcel 1 and/or Parcel 2

- Construction of realigned Putnam Avenue between Reed and Crescent Streets, and the vehicular turn-around area at the connection of Putnam Avenue and Crescent Street. At Developer's option, this work may be omitted.

- Widening of Reed Street between Putnam Avenue and West Avenue, and widening of West Avenue between Reed Street and the I-95 Northbound Ramp intersection.

Parcel 3

- Construction of the proposed Riverside Drive/Reed Street extension and railroad underpass.

Parcel 5 and/or Parcel 6

- Construction of realigned North Water Street between the railroad and Ann Street.
- Construction of a parking garage with 500 parking spaces for users of the Maritime Aquarium, in addition to the number of parking spaces required by any other use proposed for the parcel.

Parcel 4

- Construction of the required improvements and proposed roadway extension to Pine Street.
- Provision of a traffic light at the intersection of Putnam Avenue and Reed Street.

5.2. Applicability and Duration

These regulations apply to development proposals for any of the redevelopment parcels shown on Figure 2, Preservation Area and Redevelopment Parcels. For those properties located within the area assigned to "Preservation," existing uses may continue during current ownership, but no alteration, enlargement or replacement may be made except in conformance with all pertinent regulations.

Except as specifically amended by the Norwalk Redevelopment Agency, all requirements and controls in this plan shall be binding and in force for 15 years after approval.

5.3. Property Acquisition Plan

Figure 15, Property Acquisition Plan, shows properties that may need to be acquired in order to assemble the proposed redevelopment parcels.

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

5.4. Plan Approval and Amendments

5.4.1. Procedure for Approval

Pursuant to state legislation, appropriate reviews, findings and/or approvals, as may be required by state statute, will be obtained from the Planning and Zoning Commissions before approval of this plan by the Norwalk Redevelopment Agency and the Common Council of the City of Norwalk.

Appendix E, Proposed Zoning Changes, indicates supplemental proposed revisions to the current zoning regulations that reflect the controls and regulations set forth by this document.

5.4.2. Plan Amendments

The Norwalk Redevelopment Agency can make modifications to this Plan at any time. Any modifications shall follow the statutory approval process.

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

Once approved, this plan and its subsequent amendments supersede the original Urban Renewal Plan for the Reed Putnam Area and its previous Amendments.

Appendix A

Project Area Boundaries

The limits of the Reed Putnam Project Area are defined by the following description:

- Beginning at the intersection of the center line extended of Crescent Street and the center line of West Avenue;
- Thence southerly on West Avenue to an intersection of the center line of West Avenue with the center line of North Main Street;
- Thence southerly along that center line to its intersection with the northern boundary of the railroad right of way;
- Thence easterly along that boundary to the intersection with the Norwalk River;
- Thence northerly along the navigation line to the intersection of this line with the highway right of way;
- Thence generally westerly along the right of way to the intersection of the right of way with the center line of Crescent Street;
- Thence generally westerly along the center line of Crescent Street to the point of beginning.

Appendix B

Preferred Development Program

The following program of uses are the basis of the urban design alternatives and, by extension, the basis of the preferred development plan identified as a result:

1. Office Use

Office use may consist of single user space, back office space, or multiple-use office space. Typical floor plates will range from 25,000 square feet to 35,000 square feet (gross area). Additional requirements are likely to include the following:

- Primary entrance oriented to street with nearby pick-up and drop off areas
- Secondary entrance oriented to parking.
- Loading and service area with adequate maneuvering area for at least 2 WB-50 tractor trailers
- Maximization of visibility and views to the harbor

2. Hotel Uses

Hotel uses are expected to range in size from a minimum of approximately 150 rooms to a maximum of approximately 300 rooms, with a gross area of approximately 700 square feet per room including all circulation and ancillary space. Floor plates may range from a low of approximately 10 rooms per floor to a maximum of approximate 24 rooms per floor. Large hotels may be assumed to include some additional meeting or event space of up to 20,000 square feet, but special conference or meeting facilities in excess of this amount will not be assumed. Additional requirements are likely to include the following:

- Primary entrance with nearby pick-up and drop off areas
- Secondary entrance oriented to parking
- Loading and service area with adequate maneuvering area for at least 3 single bodied trucks and one WB-50 tractor trailer
- Site design to relate to adjacent buildings of historical significance, or if located on Parcel 4, said site design shall be compatible with and shall compliment the balance of the improvements on Parcel 4 and surrounding area.

3. Site design to relate to Maritime Aquarium and Waterfront Retail Use

On major redevelopment parcels, retail uses are assumed to be combined with other uses, either as accessory uses or as part of a mixed use development. Such uses are generally intended to animate ground floor street frontage or take advantage of special site circumstances.

4. Residential Use

Housing may range from market rate rental to condominium housing. Preference is likely to occur for market rate development. The site characteristics of the Reed Putnam area, its location within the Norwalk urban area, and land values make the site more suitable for the development of multiple-unit housing. Units would be assumed to average two-bedrooms with an approximate net area per unit of approximate 1,000 to 1,100 square feet, and internal circulation areas appropriate to the building type.

5. Parking Use

Parking uses are assumed to be as follows:

- Accessory parking for office: minimum 3.5 spaces per 1,000 gross square feet of building area
- Parking for hotel: 1.25 spaces per unit with an additional 4 spaces per 1,000 gross square feet of special meeting space
- Parking for housing: minimum 1.5 spaces per unit
- Parking for the Maritime Aquarium: 50 spaces for staff, 450 spaces for visitors (500 spaces total); peak loads would require 50 spaces for staff, 1,000 spaces for visitors
- Shared parking among compatible users as a goal to be encouraged.
- Parking for retail, restaurant, public realm or institutional uses shall be in accordance with the standards set forth in the Norwalk Zoning Regulations, as same may be amended.

6. Parcels 1, 2 and 4

Notwithstanding the above, the current CMSP, as amended depicts a single phase, mixed use development consisting of a minimum of ~~85,000 square foot hotel with not less than 150 rooms,~~ a regional shopping mall containing approximately 700,000 square feet of Gross Leasable Area (equal to approximately 960,000 gross square feet of floor area), approximately 3,000 parking spaces, and approximately 50,000 square feet of public realm. Should development proceed in accordance with the CMSP, as amended, it is noted that the reconstruction of Putnam Avenue will not be necessary and construction will take place above North Water Street; provided, however, except during periods of construction and/or maintenance, nothing shall prohibit the free flow of vehicular and/or pedestrian passage along North Water Street.

Appendix C

Preferred Development Volumes for Parcels 1, 2 and 4

Office:	85,000 – 625,000 square feet of Class A Office.
Retail:	75,000 – 750,000 GLA. It is noted that zoning floor area calculations will exceed GLA.
Residential:	60 – 350 units, 15% of the actual number of constructed units shall be deemed "affordable."
Hotel:	85,000 – 175,000 square feet with not less than 150 rooms. All facilities at the hotel shall be of an "upscale" quality.
Public Realm:	Not less than 5% of the total development square footage. Public Realm is described in the attached document entitled, Attachment 1 to Appendix C. All elements of the Public Realm are subject to approval by the Redevelopment Agency in order to determine qualification as "Public Realm."
Institutional:	5,000 – 25,000 square feet.
Parking:	In amounts as required by zoning with an emphasis on sharing, where appropriate, feasible and desired by the Developer.

The approved use for Parcels 1, 2 and 4 is "Mixed Use," provided that ~~a minimum of~~ two of the above described land uses shall be included one of which must be ~~in addition to~~ Public Realm, which is to be included and required in any development upon such Parcels. Parking is not to be considered a use if supporting an approved use.

Appendix D

Specific Design Guidelines for Reed Putnam West Parcels 1, 2 and 4

DESIGN GUIDELINES

REED PUTNAM WEST

PARCELS 1, 2, AND 4

INTRODUCTION

These Design Guidelines are the cornerstone of the City's intended Design Review Program for parcels 1, 2 and 4 of the Reed Putnam Urban Renewal Plan Area (Reed Putnam West) as amended and are hereby referred to as the RP-West Design Guidelines. This roughly twelve (12) acre site is considered by the City of Norwalk to be one if not the most important urban development sites in the City. When development is completed on this site it will bring to a close the planned build out for the entire twenty eight 28 acre Reed Putnam Urban Renewal Plan Area the largest and most complex urban development ever undertaken by the city.

The Design Guidelines are the primary tool to be used by a selected design firm in formulating a recommendation for approval of their design review by the Redevelopment Agency and the Common Council regarding any proposed new development on the referenced parcels. The goal of the design guidelines is to foster design excellence related to the development to occur on the site which is consistent with the approved land uses; mixed use, which could include multi-family housing, retail, hotel, office, institutional and public realm. The Design Guidelines apply to all projects to be considered on the site and are intended to work in tandem with the related zoning for this site.

Design excellence takes many forms and can be measured in various ways. The emerging district surrounding this particular development site is fortunate to have a rich inventory of buildings and architectural styles which have been developed over many decades. One measure of design excellence of a structure is its ability to stand the test of time by remaining functional and compatible over a period of many years. Another sign of good design relates to making the right choices regarding materials, building assembly techniques, ongoing maintenance, and the type of energy used for heating, ventilation, and cooling. Finally, a project's contribution to the public realm, not only in terms of the building itself both interior and exterior but also in site development, landscape and public open space, is considered a measure of design excellence.

These design guidelines are intended to play a defining role in the design for and building of a project of excellence on the Reed Putnam West development site.

PURPOSE OF THE DESIGN GUIDELINES

The purpose of the Design Guidelines is to define the qualities of architecture, urban design, and public space that make for a successful project. Design Guidelines serve as a public sector tool to advance a project toward meeting public expectations. The design guidelines by themselves cannot guarantee good design, and are not intended to resolve zoning disputes or address project impacts related to parking or traffic, their role is to set the parameters for professional review and discussions about proposed development that is to occur on this site and provide the criteria to establish if the proposed design has met the intended objectives of the Design Guidelines.

Specifically the guidelines:

- provide clarity and focus on what is important to consider in the design of a project on this site;
- present clear performance-based statements about what Norwalk as a community values with regard to design;
- enable the dialogue that occurs in review meetings to be as productive and efficient as possible;
- provide a common language with which to discuss the best ways to create development on this site that contributes to an attractive, vibrant, and livable urban environment, and;

- serve as the basis for fair and consistent recommendations by the Redevelopment Agency in recommending departures from the land use code where it can be demonstrated that such a departure would result in a development that more fully meets or exceeds the intent of any applicable design guideline.

ASPIRATIONS FOR THE BUILT ENVIRONMENT

The Reed Putnam – West Design Guidelines provide guidance on universal design issues as well as the specific challenges faced by Norwalk as it grows and changes. The underlying philosophy of the guidelines stems from the acknowledgment of specific architectural and urban design qualities that are valued by the City and community members:

- architectural excellence;
- design that preserves, reflects, or takes inspiration from the surrounding physical environment that comprise Norwalk's setting;
- the character and cultivation of the distinct which is reflected in active citizen involvement in identifying and protecting the historic and cultural resources that exist within it.

The design guidelines reflect these values through their emphasis on:

- beginning the design process with an understanding of the natural systems and features of the site and its surroundings;
- designing individual buildings within the larger context of a district;
- drawing upon the physical aspects of the site in order to develop a design that is authentic to Norwalk and the district while embracing design innovation and creativity;
- encouraging the creation of public places as part of project design;
- emphasizing the importance of developing a strong inter- related design concept for the project as a whole--both built and open space components.

GUIDELINE AUDIENCE

The design guidelines are intended for a variety of audiences including developers, design professionals, neighbors, community members, Design Review members, City Planning and Zoning staff, and the general public. Each has a specific role in the design review process. The guidelines provide all parties with a clearer understanding of what the City requires project developers to strive for in designing new development on this site.

FORMAT

The design guidelines are organized around three themes: **Context and Site**; **Public Life**; and **Design Concept**. Each theme includes three to four individual guidelines. Each guideline consists of a number, a title, and a concise performance-based directive—all located on the cover page of each section. Each guideline has a series of design approaches and strategies to be considered on a variety of topics. The topics covered under each guideline represent issues specifically relevant to understanding and complying with the broader guideline directive and contain more detailed suggestions. Projects are required to meet and address all guidelines. They are not however expected to apply all the approaches and strategies listed for each guideline as not all of the approaches and strategies will be relevant to every project. Applicants, Commissioners, and other reviewers must employ their professional judgment in determining which approaches and

strategies are applicable to a project. The applicant however should present a credible case as to why a project relevant approach or strategy in the guidelines was not incorporated into their filing memo.

Context and Site

S1. Natural Systems and Site Features

A. Energy Use

B. Sunlight and Natural Ventilation

C. Topography

D. Plants and Habitat

E. Water

S2. Urban Pattern and Form

A. Location

B. Adjacent Sites, Streets, and Open Spaces

D. Height, Bulk, and Scale

S3. Architectural Context and Character

A. Emphasizing Positive District Attributes

B. Local History and Culture

C&S1

Natural Systems and Site Features

Use natural systems and features of the site and its surroundings as the starting point for project design.

A. ENERGY USE

1. Energy Choices: At the earliest phase of project development, examine how energy choices may influence building form, siting, and orientation, and factor in the findings when making siting and design decisions.

B. SUNLIGHT AND NATURAL VENTILATION

1. Sun and Wind: Where feasible, take advantage of solar exposure and natural ventilation available onsite. Use local wind patterns and solar gain as a means of reducing the need for mechanical ventilation and heating where possible.
2. Daylight and Shading: Maximize daylight for interior and exterior spaces and be cognizant of shading on adjacent sites where feasible.
3. Managing Solar Gain: Manage direct sunlight falling on south and west facing facades through shading devices and existing or newly planted trees.

1. On-Site Features: Incorporate on-site natural habitats and landscape elements such as: native plant species or other vegetation into project design and connect those features to existing networks of open spaces and natural habitats wherever feasible.
2. Off-Site Features: Provide opportunities through design to connect to off-site habitats such as riparian corridors or existing urban park systems.
Promote continuous habitat, where possible, and increase interconnectedness of surrounding urban park systems and natural habitat where feasible.

D. WATER

1. Adding Interest with Project Drainage: Where feasible, use project drainage systems as opportunities to add interest to the site through water-related design elements
Features such as trees, rain gardens, bioswales, green roofs, fountains of recycled water, and/or water art installations can create movement and sound, air cooling, focal points for pedestrians, and habitats which may already be required to manage on-site stormwater and allow reuse of potable water for irrigation.

C&S2

Urban Pattern and Form

Strengthen through design the desirable forms, characteristics, and patterns of the streets, block faces, and open spaces in the surrounding area.

A. PROJECT LOCATION IN THE DISTRICT

1. Sense of Place: Emphasize attributes that give Norwalk, the neighborhood, and/or the site its distinctive sense of place. Design the building and open spaces to enhance the strong identity that already exists. Examples of neighborhood and/or site features that contributed to a sense of place include patterns of streets or blocks, slopes, sites with prominent visibility, relationships to bodies of water or significant trees, natural areas, open spaces, iconic buildings or transportation junctions, and land seen as a gateway to the community.

2. Architectural Presence: Evaluate the degree of visibility and architectural presence that is appropriate or desired given the context, and design accordingly. The site lends itself to a "high-profile" design with significant presence and individual identity. Buildings that contribute to a strong street edge, especially at the first thirty (30) feet, are particularly important to the creation of a quality public realm that invites social interaction and economic activity. Encourage all building facades with sensitive public visibility to incorporate design detail, articulation and quality materials.

B. ADJACENT SITES, STREETS, AND OPEN SPACES

1. Site Characteristics: Allow characteristics of sites to inform the design, especially where the surrounding streets and topography create unusually shaped lines that can add distinction to the building massing.

2. Connection to the Street: Identify opportunities for the project to make a strong connection to and above the street and carefully consider how the building will interact with the public realm. Consider the qualities and character of the streetscape— its physical features (sidewalk, parking, landscape strip, street trees, travel lanes, and other amenities) and its function (major retail street or quieter residential street)—in siting and designing the building.

3. Character of Open Space: Contribute to the character and proportion of surrounding open spaces. Evaluate adjacent sites, streetscapes, trees and vegetation, and open spaces for how they function as the walls and floor of outdoor spaces or "rooms" for public use. Determine how best to support those spaces through project siting and design.

C. RELATIONSHIP TO THE BLOCK

1. Corner Sites: Corner sites can serve as gateways or focal points; both require careful detailing at the first three floors due to their high visibility from two or more streets and long distances. Consider using a corner to provide extra space for pedestrians and a generous entry, or build out to the corner to provide a strong urban edge to the block.

2. Mid-Block Sites: Look to the uses and scales of adjacent buildings for clues about how to design a mid-block building. Continue a strong street-edge where it is already present, and respond to datum lines created by adjacent buildings at the first thirty (30) feet.
3. Full Block Sites: Break up long facades of full-block buildings to avoid a monolithic presence. Provide detail and human scale at street-level, and include repeating elements to add variety and rhythm to the façade and overall building design. Consider providing through-block access and/or designing the project as an assemblage of buildings and spaces within the block.

D. HEIGHT, BULK, AND SCALE

1. **Existing Development and Zoning:** Review the height, bulk, and scale of neighboring buildings as well as the scale of development anticipated by zoning for the area to determine an appropriate complement and/or transition.
Note that existing buildings may or may not reflect the density allowed by zoning or anticipated by applicable policies. Alternatively zoning regulations might be out of sync with what is the appropriate development scale for the area by either providing too much density or insufficient density
2. Existing Site Features: Use changes in topography, site shape, and or structures to help make a successful fit with adjacent properties.
3. Zone Transitions: Provide an appropriate transition or complement to the adjacent zone(s).
4. Massing Choices: Design for a successful transition between zones where a project abuts a less intense zone. In some areas, the best approach may be to lower the building height, break up the mass of the building, and/or match the scale of adjacent properties in building detailing. It may be appropriate in other areas to differ from the scale of adjacent buildings but preserve natural systems or existing features, enable better solar exposure or site orientation, and/or make for a varied and interesting urban form.
5. Respect for Adjacent Sites: Respect adjacent properties through appropriate design and site planning.

C&S3

Architectural Context and Character

Contribute to the architectural character of the neighborhood.

A. EMPHASIZING POSITIVE NEIGHBORHOOD ATTRIBUTES

1. Fitting Old and New Together: Compatibility between new projects, and existing architectural context is critically important. The design of new projects requires attention to building articulation, scale and proportion, roof forms, detailing, fenestration, and/or the use of complementary materials particularly at the first 30 feet.

2. Contemporary Design: Contemporary design can contribute to the development of attractive new forms and architectural styles; but such should have design context with the geography and context of the site. The materials used should be consistent with those of the already built environment and should be heavily influenced by glazing and masonry at the base of the building and for the first 30 feet.

3. Evolving Architectural Character: In the Reed Putnam Urban Renewal Plan Area the architectural character is established; explore ways for new development to effectively juxtapose elements of the district's historic architecture with contemporary design.

B. LOCAL HISTORY AND CULTURE

1. Placemaking: Explore the history of the site and neighborhood as a potential placemaking opportunity. Look for historical and cultural significance, using neighborhood groups and archives as resources.

Public Life

P/L: Connectivity
A. Networks: "Open Access"
B. Walkways and Connections
C. Original Use and Accessibility

D. Social Connectivity
E. Wayfinding
P/L/S: Street-Level Interaction
A. Facades
B. Retail Uses
C. Social Gathering Spaces
P/L/T: Active Transportation
A. Bike Location and Relationships
B. Planning Ahead for Bicyclists
C. Planning Ahead for Transit

PLI

Connectivity

Complement and contribute to the network of open spaces around the site and provide meaningful pedestrian connections to South Norwalk.

A. NETWORK OF OPEN SPACES

1. **Enhancing Open Space:** Design the building and open spaces to positively contribute to a broader network of open spaces throughout the neighborhood.
Consider ways that design can enhance the features and activities of existing off-site open spaces. Open space may include sidewalks, streets and alleys, circulation routes and other open areas of all kinds.

2. **Adding to Public Life:** Seek opportunities to foster human interaction through an increase in the size and/or quality of project-related open space available for public life. Consider features such as widened sidewalks, recessed entries, curb bulbs, courtyards, plazas, or through-block connections, along with place-making elements such as trees, landscape, art, or other amenities.

B. WALKWAYS AND CONNECTIONS

1. **Pedestrian Infrastructure:** Where feasible, connect on-site pedestrian walkways with existing public and private pedestrian infrastructure, thereby supporting pedestrian connections within and outside the project.

2. **Pedestrian Volumes:** Where feasible, provide ample space for pedestrian flow and circulation, particularly in areas where there is already pedestrian traffic or where the project is expected to add or attract pedestrians to the area.

3. **Pedestrian Amenities:** Opportunities for creating lively, pedestrian oriented open spaces to enliven the area and attract interest and interaction with the site and building should be considered. Visible access to all of the building's entry points should be provided. Examples of pedestrian amenities include seating, other street furniture, lighting, year-round landscaping, seasonal plantings, pedestrian scale signage, site furniture, art work, awnings, large storefront windows, and engaging retail displays and/or kiosks and outdoor street vending.

C. OUTDOOR USES AND ACTIVITIES

1. **Selecting Activity Areas:** Concentrate activity areas in places with sunny exposure, views across spaces, and in direct line with pedestrian routes.

2. **Informal Community Uses:** In addition to places for walking and sitting, consider including space for informal community use.

3. **Year-Round Activity:** Where possible, include features in open spaces for activities beyond daylight hours and throughout the seasons of the year, especially in areas where active open space will contribute vibrancy, economic health, and public safety. These may include:
a. seasonal plantings or displays and/or water features;
b. outdoor heaters;

c. overhead weather protection;
d. ample, moveable seating and tables and opportunities for outdoor dining;
e. an extra level of pedestrian lighting;
f. trees for moderate weather protection and shade; and/or
g. 24-hour wi-fi service.

PL2

Walkability

Create a safe and comfortable walking environment that is easy to navigate and well-connected to existing pedestrian walkways and features.

A. ACCESSIBILITY

1. Access for All: Provide access for people of all abilities in a manner that is fully integrated into the project design. Design entries and other primary access points such that all visitors can be greeted and welcomed through the front door. Refrain from creating separate "back door" entrances for persons with mobility limitations.

2. Access Challenges: Add features to assist pedestrians in navigating sloped sites, long blocks, or other challenges. Examples include exterior stairs and landings, escalators, elevators, textured ground surfaces, seating at key resting points, through-block connections, and ramps for wheeled devices (wheelchairs, strollers, bicycles).

B. SAFETY AND SECURITY

1. Eyes on the Street: Create a safe environment by providing lines of sight and encouraging natural surveillance through strategic placement of doors, windows, balconies and street-level uses.

2. Lighting for Safety: Provide lighting at sufficient lumen intensities and scales, including pathway illumination, pedestrian and entry lighting, and/or security lights.

3. Street-Level Transparency: Ensure transparency of street-level uses (for all nonresidential uses or residential lobbies), by keeping views open into spaces behind walls or plantings, at corners, or along narrow passageways. If screening is essential choose semi-transparent rather than opaque screening.

C. WEATHER PROTECTION

1. Locations and Coverage: Overhead weather protection is encouraged and should be located at or near uses that generate pedestrian activity such as entries, retail uses, and transit stops.

2. Design Integration: Integrate weather protection into the design of the structure as a whole, and ensure that it also relates well to any adjacent buildings in design, coverage, or other features.

3. People-Friendly Spaces: Create an artful and people-friendly space beneath building canopies by using human-scale architectural elements and a pattern of forms and/or textures at intervals along the façade. If transparent canopies are used, design to accommodate regular cleaning and maintenance.

D. WAYFINDING

1. Design as Wayfinding: Use design features as a means of wayfinding wherever possible, and provide clear directional signage where needed.

PL3

Street-Level Interaction

The street frontage is to be designed around the pedestrian. A hallmark of quality urban design is street frontage that is engaged by pedestrians. Urban streets are to be designed as part of the open space system as are parks and plazas. Creating a visually interesting, functional, and comfortable street experience requires a high quality pedestrian zones between the building front and street, pedestrian oriented uses, and pedestrian-scaled architecture.

A. ENTRIES

1. **Design Objectives:** Design primary entries to be obvious, identifiable, and distinctive with clear lines of sight and lobbies visually connected to the street. Scale and detail them to function well for their anticipated use and also to fit with the building of which they are a part, differentiating residential and commercial entries with design features and amenities specific to each.

a. Office/commercial lobbies should be visually connected to the street through the primary entry and sized to accommodate the range and volume of foot traffic anticipated;

b. Retail entries should include adequate space for several patrons to enter and exit simultaneously, particularly under peak [illegible].

c. Common entries to multi-story residential buildings need to provide privacy and security for residents but also be welcoming and identifiable to visitors. Design features emphasizing the entry as a semi-private space are recommended and may be accomplished through signage, low walls and/or landscaping, a recessed entry area, and other detailing that signals a break from the public sidewalk.

d. Individual entries to ground-related housing should be scaled and detailed appropriately to provide for a more intimate type of entry.

The design should contribute to a sense of identity, opportunity for personalization, offer privacy, and emphasize personal safety and security for building occupants.

2. Ensemble of Elements: Design the entry as a collection of coordinated elements including the door(s), overhead features, ground surface, landscaping, lighting, and other features. Consider a range of elements such as:

a. overhead shelter: canopies, porches, building extensions;

b. transitional spaces: stoops, courtyards, stairways, portals, arcades, pocket gardens, decks;

c. ground surface: seating walls; special paving, landscaping, trees, lighting; and
d. building surface/interface: privacy screens, upward-operating shades on windows, signage, lighting.

B. RESIDENTIAL EDGES

1. Security and Privacy: Provide security and privacy for residential buildings through the use of a buffer or semi-private space between the development and the street or neighboring buildings. Consider design approaches such as elevating the main floor, providing a setback from the sidewalk, and/or landscaping to indicate the transition from one type of space to another.
2. Ground-level Residential: Privacy and security issues are particularly important in buildings with ground-level housing, both at entries and where windows are located overlooking the street and sidewalk. Consider providing a greater number of transition elements and spaces, and choose materials carefully to clearly identify the transition from public sidewalk to private residence. Design strategies include:

a. vertical modulation and a range of exterior finishes on the facade to articulate the location of residential entries;

b. pedestrian-scaled building addressing and signage, and entry elements such as mail slots/boxes, doorbells, entry lights, planter boxes or pots; and

c. a combination of window treatments at street level, to provide solutions to varying needs for light, ventilation, noise control, and privacy.

3. Buildings with Live/Work Uses: Maintain active and transparent facades in the design of live/work residences that are required to orient the nonresidential portions of the unit toward the street. Design the first floor so it can be adapted to other commercial use as needed in the future.
4. Interaction: In any residential building, provide opportunities for interaction among residents and neighbors. Consider locating commonly used features or services such as mailboxes, outdoor seating, seasonal displays, children's play equipment, and space for informal events in the area between buildings as a means of encouraging interaction.

C. RETAIL EDGES

1. Porous Edge: Engage passersby with opportunities to interact visually with the building interior using glazing and transparency. Create multiple entries where possible and make a physical and visual connection between people on the sidewalk and retail activities in the building.
2. Visibility: Maximize visibility into the building interior and merchandise displays. In some conditions, consider fully operational glazed wall-sized doors that can be completely opened to the street. Increased height in lobbies and/or special lighting for displays.
3. Ancillary Activities: Allow space for activities such as sidewalk vending, seating, and restaurant dining to occur. Consider setting structures back from the street or incorporating space in the project design into which retail uses can extend.

D. Streets

1. Design pedestrian-friendly streetscapes by providing pedestrian-oriented amenities and enhancements that encourage urban engagement by employing:

   Arcades, awnings and other architectural features to provide a human scale and offer protection from rain and the summer heat.
   Pedestrian plazas and green open space that offer interesting public places for people to enjoy the street experience. These spaces should incorporate water features, sculptures, public art or other architectural focal points.

- Public art, benches, trash receptacles, bike racks and other amenities enhance the quality of the pedestrian experience.
- Walkways and sidewalks, paved in materials with a tactile quality, to differentiate the pedestrian space from the auto realm.
- Pedestrian-oriented street lighting to increase the sense of safety and reduces the impact of light pollution.
- Trees and other landscaping visually to enhance the space as well as provide shade and a cooler microclimate. Native species should be encouraged.

PL4

Active Transportation

Incorporate design features that facilitate active forms of transportation such as walking, bicycling, and use of transit.

A. ENTRY LOCATIONS AND RELATIONSHIPS

1. Serving all Modes of Travel: Provide safe and convenient access points for all modes of travel.

2. Connections to All Modes: Site the primary entry in a location that logically relates to building uses and clearly connects all major points of access.

B. PLANNING AHEAD FOR BICYCLISTS

1. Early Planning: Consider existing and future bicycle traffic to and through the site early in the process so that access and connections are integrated into the project along with other modes of travel.

2. Bike Facilities: Facilities such as bike racks and storage, bike share Stations should be located to maximize convenience, security, and safety. Office buildings should consider shower facilities and lockers for bicyclists.

3. Bike Connections: Facilitate connections to bicycle trails and infrastructure around and beyond the project. Design bicycling access points so that they relate to the street grid and include information about connections to existing trails and infrastructure where possible. Also consider signage, kiosks, building lobbies, and bicycle parking areas, where provided, as opportunities to share bicycling information.

C. PLANNING AHEAD FOR TRANSIT

1. Influence on Project Design: Identify how a transit stop (planned or built) adjacent to or near the site may influence project design, provide opportunities for placemaking, and/or suggest logical locations for building entries, retail uses, open space, or landscaping. Take advantage of the presence of transit patrons to support retail uses in the building.

2. On-site Transit Stops: If a transit stop is located onsite, design project related pedestrian improvements and amenities so that they complement (or at least do not conflict with) any amenities provided for transit riders.

Consider the proximity of transit queuing and waiting areas to other pedestrian gathering spaces, aiming for enough room to accommodate all users.

Similarly, keep lines of sight to approaching buses open and make it clear through location and design whether project-related pedestrian lighting, weather protection, and/or seating is intended to be shared by transit users.

3. Transit Connections: Where no transit stops are on or adjacent to the site, identify where the nearest transit stops and pedestrian routes are and include design features and connections within the project design as appropriate.

Design Concept

DC1. Project Uses and Activities
A. Arrangement of Interior Uses
B. Vehicular Access and Circulation
C. Parking and Service Uses

DC2. Architectural Concept
A. Massing
B. Architectural and Façade Composition
C. Secondary Architectural Features
D. Scale and Texture

DC3. Open Space Concept
A. Building-Open Space Relationship
B. Open Spaces Uses and Activities
C. Design

DC4. Materials
A. Exterior Elements and Finishes
B. Signage
C. Lighting
D. Trees, Landscape and Hardscape Materials

DC5. Public Realm
A. Context
B. Design
C. Accessibility

DC1

Project Uses and Activities

Optimize the arrangement of uses and activities on site.

A. ARRANGEMENT OF INTERIOR USES

1. Visibility: Where feasible, locate uses and services frequently used by the public in visible or prominent areas, such as at entries or along the street front.

2. Gathering Places: Maximize the use of any interior or exterior gathering spaces by considering the following:

a. a location at the crossroads of high levels of pedestrian traffic;

b. proximity to nearby or project-related shops and services; and

c. amenities that complement the building design and offer safety and security when used outside normal business hours.

3. Flexibility: Where feasible, build in flexibility so the building can adapt over time to evolving needs, such as the ability to change residential space to commercial space as needed.

4. Views and Connections: Where feasible, locate interior uses and activities to take advantage of views and physical connections to exterior spaces and uses, particularly activities along sidewalks, parks or other public spaces.

B. VEHICULAR ACCESS AND CIRCULATION

1. Access Location and Design: Choose locations for vehicular access, service uses, and delivery areas that minimize conflict between vehicles and non-motorists wherever possible. Emphasize use of the sidewalk for pedestrians, and create safe and attractive conditions for pedestrians, bicyclists, and drivers by:

a. using existing alleys for access or, where alley access is not feasible, choosing a location for street access that is the least visually dominant and offers opportunity for shared driveway use;

b. where driveways and curb cuts are unavoidable, minimize the number and width as much as possible; and/or

c. employing a multi-sensory approach to areas of potential vehicle pedestrian conflict such as garage exits/entrances. Design features may include contrasting or textured pavement, warning lights and sounds, and similar safety devices.

2. Facilities for Alternative Transportation: Locate any facilities for alternative transportation such as shared vehicles, carpooling and charging stations for electric vehicles in prominent locations that are convenient and readily accessible to expected users.

C. PARKING AND SERVICE USES

1. Below-Grade Parking: Locate parking below grade to the maximum extent site conditions make feasible. Visible at grade parking not in a garage structure is not allowed, minimize to the extent feasible parking entrance or egress away from the front façade of any structure.

2. **Visual Impacts:** Reduce the visual impacts of parking structures, entrances, and related signs and equipment as much as feasible. There should be no direct visibility of structured parking.
3. **Service Uses:** Locate and design service entries, loading docks, and trash receptacles away from sensitive pedestrian areas or to a less visible portion of the site to reduce possible impacts of these facilities on building aesthetics and pedestrian circulation.

DC2

Architectural Concept

Final project design will produce a unified and functional building that fits appropriately on the site and within the built environment surrounding it.

A. MASSING

1. Site Characteristics and Uses: Arrange the mass of the building taking into consideration the characteristics of the site and the proposed uses of the building and its open space. In addition, use the specific site characteristics to influence where and how building massing is arranged as they can accentuate mass and height.

2. Reducing Perceived Mass: Use secondary architectural elements to reduce the perceived mass of larger projects. Consider creating recesses or indentations in the building envelope; adding balconies, porches, canopies or other elements; and/or architecturally highlighting building entries.

B. ARCHITECTURAL AND FAÇADE COMPOSITION

1. Façade Composition: Design all building facades – including alleys and visible roofs—considering the composition and architectural expression of the building as a whole. Ensure that all facades visible from sensitive public view are attractive and well proportioned through the placement and detailing of all elements, including bays, fenestration, and materials, and any patterns created by their arrangement. On sites that abut an alley, design the alley façade and its connection to the street carefully. At a minimum, consider wrapping the treatment of the street-facing façade around the alley corner of the building.

2. Blank Walls: Avoid large blank walls along façades visible from sensitive public view wherever feasible.

Where expanses of blank walls, retaining walls, or garage façades are unavoidable, include uses or design treatments at the street level that have human scale and are designed for pedestrians. These may include:

a. newsstands, ticket booths and flower shops (even if small or narrow);
b. green walls, landscaped areas or raised planters;
c. wall setbacks or other indentations;
d. display windows; trellises or other secondary elements;
e. art as appropriate to area zoning and uses; and/or
f. terraces and landscaping where retaining walls above eye level are unavoidable.

C. SECONDARY ARCHITECTURAL FEATURES

1. Visual Depth and Interest: Add depth to facades where appropriate by incorporating balconies, canopies, awnings, decks, or other secondary elements into the façade design. When appropriate, add detailing at the street level in order to create interest for the pedestrian and encourage active street life and window shopping (in retail areas). Detailing may include features

such as distinctive door and window hardware, projecting window sills, ornamental tile or metal, and other high-quality surface materials and finishes.

2. Dual Purpose Elements: Consider architectural features that can be dual purpose - adding depth, texture, and scale as well as serving other project functions. Examples include shading devices and windows that add rhythm and depth as well as contribute toward energy efficiency and/or savings or canopies that provide street-level scale and detail while also offering weather protection. Where these elements are prominent design features, the quality of the materials is critical.

3. Fit With Neighboring Buildings: Use design elements to achieve a successful fit between a building and its neighbors.

D. SCALE AND TEXTURE

1. Human Scale: Incorporate architectural features, elements, and details that are of human scale into the building facades, entries, retaining walls, courtyards, and exterior spaces in a manner that is consistent with the overall architectural concept. Pay special attention to the first thirty (30) feet of the building in order to maximize opportunities to engage the pedestrian and enable an active and vibrant street front.

2. Texture: Design the character of the building, as expressed in the form, scale, and materials, to strive for a fine-grained scale, or "texture," particularly at the street level and other areas where pedestrians predominate.

E. FORM AND FUNCTION

1. Legibility and Flexibility: Strive for a balance between building legibility and flexibility. Design buildings such that their primary functions and uses can be readily determined from the exterior, making the building easy to access and understand. At the same time, to the extent reasonable, design flexibility into the building so that it may remain useful over time even as specific programmatic needs evolve.

DC3

Open Space Concept

Integrate open space design with the building design so they are complementary.

A. BUILDING-OPEN SPACE RELATIONSHIP

1. Interior/Exterior Fit: Develop an open space concept in conjunction with the architectural concept to ensure that interior and exterior spaces relate well to each other and support the functions of the development.

B. OPEN SPACE USES AND ACTIVITIES

1. Meeting User Needs: Plan the size, uses, activities, and features of each open space to meet the needs of expected users, ensuring each space has a purpose and function.

2. Matching Uses to Conditions: Respond to changing environmental conditions such as seasonal and daily light and weather shifts through open space design and/or programming of open space activities. For example, where feasible, place outdoor seating and gathering areas where there is sunny exposure and shelter from wind. Build flexibility into the design in order to accommodate changes as needed; e.g. a south-facing courtyard that is ideal in spring may become too hot in summer, necessitating a shift of outdoor furniture to a shadier location for the season.

3. Connections to Other Open Space: Site and design project-related open spaces should connect with, or enhance, the uses and activities of other nearby public open space where appropriate. Look for opportunities to support uses and activities on adjacent properties and/or the sidewalk.

4. Multifamily Open Space: In cases of residential buildings, design common and private open spaces for use by all residents to encourage physical activity and social interaction. Some examples include areas for gardening, children's play (covered and uncovered), barbeques, resident meetings, and crafts or hobbies.

C. Planting

1. Reinforce Existing Open Space: Reinforce existing character and patterns of street tree planting, buffers or treatment of topographic changes.

2. Amenities and Features: Create attractive outdoor spaces well-suited to the uses envisioned for the project. Use a combination of hardscape and plantings to shape these spaces and to screen less attractive areas as needed. Consider use of a variety of features, such as planters, green roofs and decks, groves of trees, and vertical green trellises along with more traditional foundation plantings, street trees, and seasonal displays.

3. Support Natural Areas: Create an open space design that connects to natural areas that may exist off-site.

DC4

Exterior Elements and Finishes

Use appropriate and high quality elements and finishes for the building and its open spaces.

A. BUILDING MATERIALS

1. Exterior Finish Materials: Building exteriors should be constructed of durable and maintainable materials that are attractive even when viewed up close. Materials that have texture, pattern, or lend themselves to a high quality of detailing are encouraged. Use of materials such as masonry, precast, terracotta, natural stone and metal panel is encouraged.

2. Climate Appropriateness: Select durable and attractive materials that will age well in the northeast climate, taking special care to detail corners, edges, and transitions. Highly visible features, such as balconies, grilles and railings should be especially attractive, well crafted and easy to maintain.

Pay particular attention the harsh conditions that are associated with the sites close proximity to the Norwalk River and Long Island Sound.

B. SIGNAGE

1. Scale and Character: Add interest to the streetscape with exterior signs and attachments that are appropriate in scale and character to the project and its uses and environs. Signage should be compatible in character, scale, and locations while still allowing businesses to present a unique identity.

2. Coordination With Project Design: Develop a signage plan within the context of architectural and open space concepts, and coordinate the details with facade design, lighting, and other project features to complement the project as a whole, in addition to the surrounding context.

C. LIGHTING

1. Functions: Use lighting both to increase site safety in all locations used by pedestrians and to highlight architectural or landscape details and features such as entries, signs, canopies, plantings, and art.

2. Avoiding Glare: Design project lighting based upon the uses on and off site, taking care to provide illumination to serve building needs while avoiding off-site night glare and light pollution.

D. TREES, LANDSCAPE AND HARDSCAPE MATERIALS

1. Choice of Plant Materials: Reinforce the overall architectural and open space design concepts through the selection of landscape materials. Choose plants that will emphasize or accent the design, create enduring green spaces, and be appropriate to particular locations taking into account solar access, soil conditions, and adjacent patterns of use. Select landscaping that will thrive under urban conditions.

2. Hardscape Materials: Use exterior courtyards, plazas, and other hard surfaced areas as an opportunity to add color, texture, and/or pattern and enliven public areas through the use of distinctive and durable paving materials.
Use permeable materials where feasible.
3. Long Range Planning: Select plants that upon maturity will be of appropriate size, scale, and shape to contribute to the site as intended. It may be necessary to create a landscaping plan for various stages of plant maturity, such as 5, 10, and 20 year plans in order to ensure the landscaping will perform and function as needed over the life of the project.
4. Place Making: Create a landscape design that helps define spaces with significant elements such as trees.

DC5

Public Realm

Guideline:

The design and development of the public realm on the site will be reflective of the area's history, complimentary of its natural environment and informative of the urban context in which the project is being built. Space deemed to be public realm will serve as means by which the public engages with the project and their community in a manner that is independent of commerce.

PUBLIC REALM AREA

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

2. Purpose / Appropriateness: Successful public realm and spaces are spaces that remain relevant to people's day to day lives. Such success is not simply a function of the available spaces and facilities but rather what they contribute to people, through their connections that these places make with their community, environment and history.

Historical Context

- Integrate physical and geographic features of the area into new designs where these become central to the site, enhance historical identity through landscape, memorials and places to appreciate the former context and uses of the site.
- Use landform, landscape, public art and interpretive signage and other media to tell the story of the neighborhood, city, county, New England.
- Stimulate imaginative interaction through the design of spaces that respond to the geography and history of the area.

Local Context

- Employ materials and designs that are sourced locally (wherever practical) to reinforce the desired character of the place.

- Design spaces that enable/accommodate community based events, celebrations, memorials, markets, etc.
- Ensure a site responsive approach to urban development that supports and enhances the context in which it is located, strengthens local character and identity, integrates with its surroundings and promotes a sense of community.

Diversity

- Public spaces are places for everyone. Design needs to accommodate a range of users of different ages, abilities and cultures and a variety of uses from the personal to the communal.
- Anticipated uses should be accommodated by the allocation of appropriate spaces having regard to location, geographic characteristics, context, accessibility and scale.

Flexibility

- Simple, uncluttered designs allow the public realm to accommodate activities that are temporary, seasonal or time specific.
- Design the street network so as to be able to adapt to changes in building design, form and density so as to maintain street level amenity.
- Consider elements that have a dual purpose (light columns that host lights and rigging for events).
- Different people interpret the public realm in different ways. Spaces should be designed to allow for choice and function in how they are used and experienced.
- The layout of streets and activity nodes (private and communal) should be logical and effective.

Adaptability

- Simple design using high quality materials and a reinforcement of concepts within the public realm will maintain the character of spaces when activity is absent.
- Robust, unrestrictive designs are key to creating a durable public realm that can adapt and respond to the rhythms and patterns of use by time of day, day of week and season.

Design for the Community

- Design paths, crossing spaces and seat locations to encourage incidental social interaction.
- Ensure that the public park design structure will allow for future enhancement of the space as the community's appreciation of the space evolves with time and use.
- Plan and design the public realm to minimise user conflict between cyclists and pedestrian cycle and vehicle movements; noise generating activities and residential activities; and land uses and areas of environmental sensitivity.

Involve the Community

- Involve the community in the design, maintenance and progressive enhancement of the public realm through consultation and participation.
- Identify opportunities to integrate open space into existing community and social plans and programs.
- Provide information to residents on special events, key activity nodes and future stages of development.

Inclusive Design

- Ensure that layout and design maximizes connections between public open spaces, activity nodes, transport centers and natural corridors.
- Use natural corridors as part of the open space network to enhance accessibility to day-to-day destinations such as housing, shops and employment centers outside of the development site and public facilities.

Cultural Considerations

- Provide facilities and spaces within the public realm that are responsive to the cultural needs of all users.
- Design access to unusual vistas to enhance wider appreciation of the values and sensitivity of these locations (Roof top gardens or parks would be an example).
- Design signage to improve accessibility, orientation and connectivity of spaces and functions. Provide direct path routes or controls that preclude worn tracks across areas of sensitivity.
- Provide a movement network which has a highly interconnected street network that distinguishes between arterial routes and local streets, establishes good internal and external access for residents, maximizes safety, encourages walking and cycling, supports public transport and minimizes the impact of through traffic.

Legibility

- Use signage, gateways and landmarks to help people navigate their way through streets and spaces.
- Accessibility and permeability should be encouraged by linking to existing routes and the wider network of movement.
- Road networks should be designed to reinforce preferred routes and enhance these routes by providing features to complement and highlight them.
- Movement through the public realm should be easy, pleasurable and intuitive. Street furniture and signage should use innovative and integrated solutions.
- Streets should be designed as attractive spaces with coordinated and distinctive identities.
- Apply well-detailed, high quality, and robust materials that reduce maintenance costs in the long term and achieve better value for the money.

Access for All

- Streets and spaces should be designed to be inclusive and create a public realm where everyone has the best opportunity to participate in all areas.
- Provide a safe, convenient and legible bike network to meet the needs of experienced and less experienced cyclists for persons, including on-road and off-road routes.
- Streets and spaces should specifically recognize disability access, including contextual references, to ensure equitable participation by all members of the community.
- Provide a safe, convenient and legible movement network for people using wheelchairs, strollers, etc.
- Use "comfort spaces" to avoid potential risks associated with shared spaces (Consider street furniture placement, tactile paving, landscaping design and the siting of crossing points).

- Federal disability standards ensure that dignified, equitable, cost-effective and reasonably achievable access to buildings, and facilities and services within buildings, is provided for people with disability.

Local Identity

- Ensure that the image of a space enables the community to easily form a mental map of the urban environment (consider the role of paths, the form of edges that bound a space, the common elements of a district, the strategic nodes and the placement of landmark points of reference).
- Brand the public realm so as to create a desired image or strengthen an existing identity (a traditional materials palette can reinforce and enhance a heritage setting)
- Rebrand and overhaul the public realm regularly to encourage repopulation of the area and rejuvenate activity nodes, entertainment, community facilities.

Design Excellence and Innovation

- Invest in quality, design and materials to create a positive image (craftsmenship and detailing gives spaces perceived value and prestige).
- Incorporate design competitions and community interaction that involves multidisciplinary teams to stimulate creativity and innovation.

The "Wow" Factor

- Create a "wow" factor and impact through coordinated and integral lighting, public art, interactive media, street furniture, surfacing, planting etc.

Public Realm Design Checklist

The possible range of design issues that may need to be discussed and negotiated with Redevelopment Agency and the Common Council will vary greatly from one project to the next. Once 75% of Public Realm design has been completed it would be appropriate to formalize consensus with the public bodies on the Redeveloper's Public Realm Plan. The following checklist outlines typical design issues that may require consultation, negotiation and resolution prior acceptance of the plan.

Project Feasibility and Preliminary Review
(Check that which has been completed and provide supporting documentation)

- ☐ Stakeholder Consultation and Communication Strategy
- ☐ Project Agreement (if required)
- ☐ Preliminary Planning Approval

Public Realm Concept and Master Plan

- ☐ Design standards
- ☐ Specific specifications on materials, finishes and quality
- ☐ Streetscape design and Street Tree Selections
- ☐ Vandalism and graffiti policies
- ☐ Landscaping, lighting and drainage plans
- ☐ Design standard for special design features (water features, public art, space design)
- ☐ Maintenance Plan and budget (preliminary)

f. Design implications and marketing strategy

Appendix E

Proposed Zoning Changes

The following supplements the description of the zoning changes contained in the original Plan and all amendments thereto.

- Amend Section 118-100 of the Zoning Regulations to revise the definition of MIXED USE RETAIL SHOPPING CENTER DEVELOPMENT to include public realm and entertainment as approved uses, and to require retail and one or more other uses, one of which must be public realm.

- Amend the following zoning approvals to reflect Project changes: #21-15SP/#26-15CAM– 1 Putman Ave/North Water St/Crescent St (North Parcel); and #22-15SP/#27-15CAM – 63 West Ave/North Water St/Pine St Extension (South Parcel)

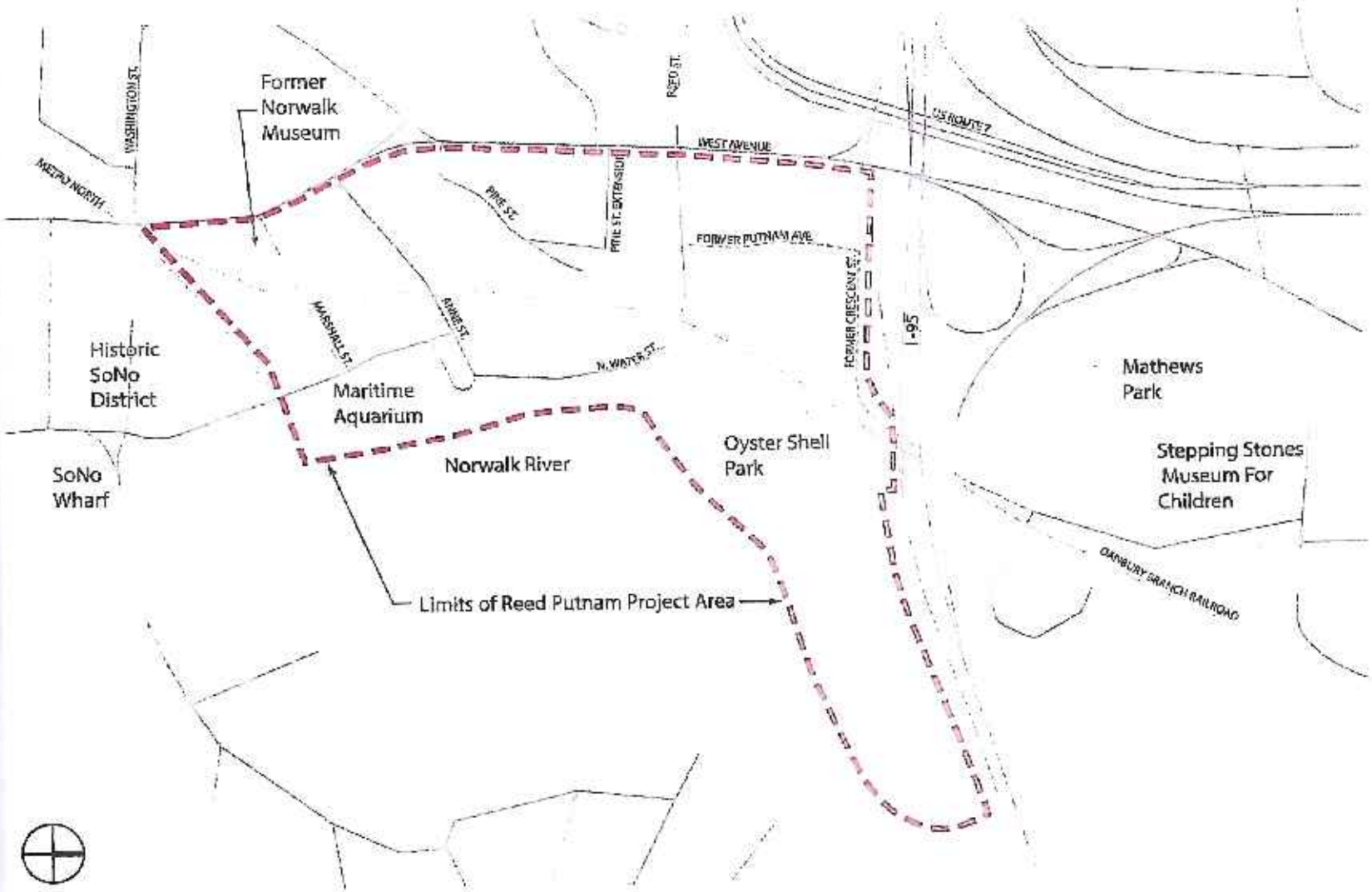


Figure 1 - Existing Conditions and Development Context

Reed Putnam Project Area - Norwalk, Connecticut

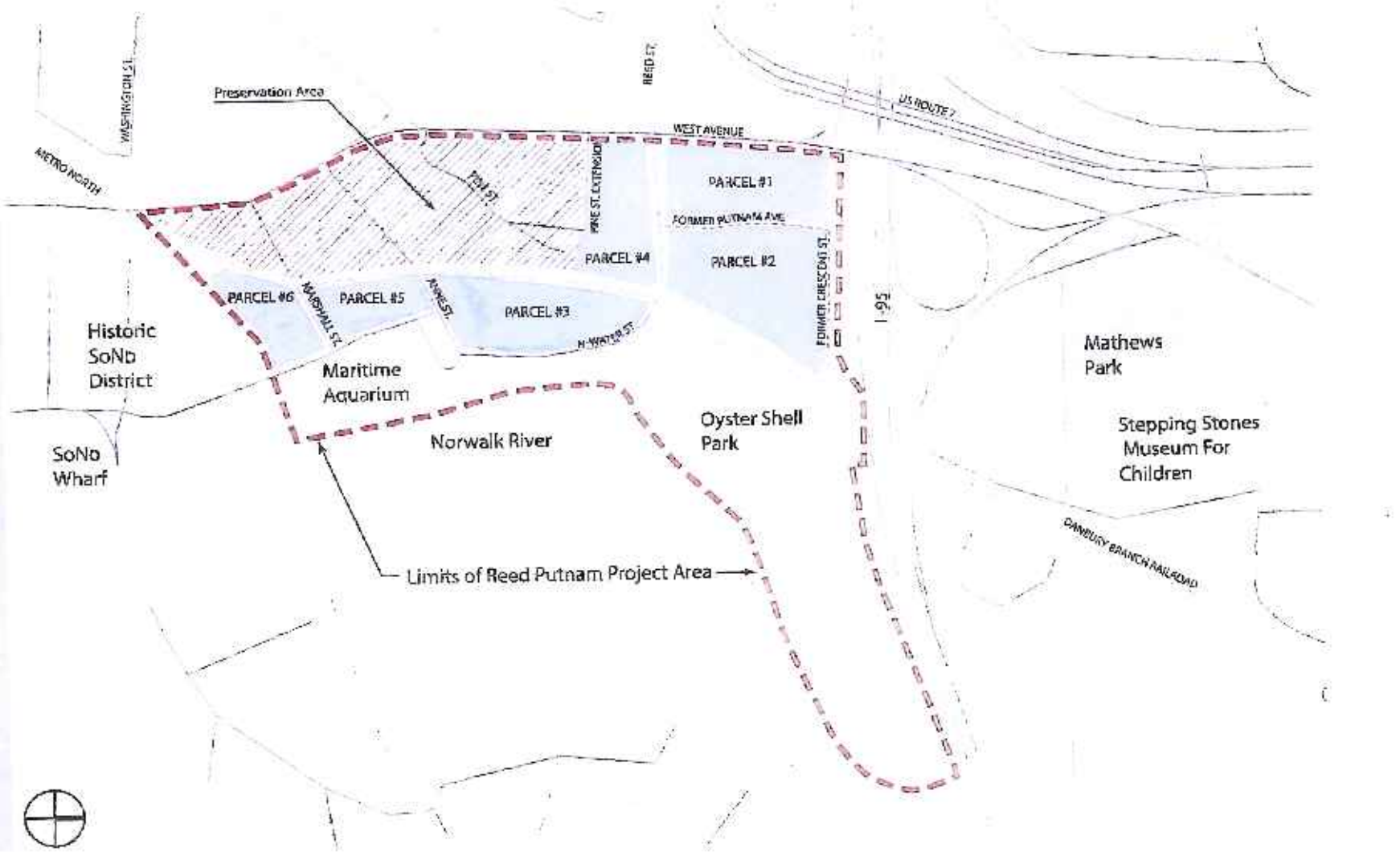


Figure 2 - Preservation Area and Redevelopment Parcels

Reed Putnam Project Area - Norwalk, Connecticut

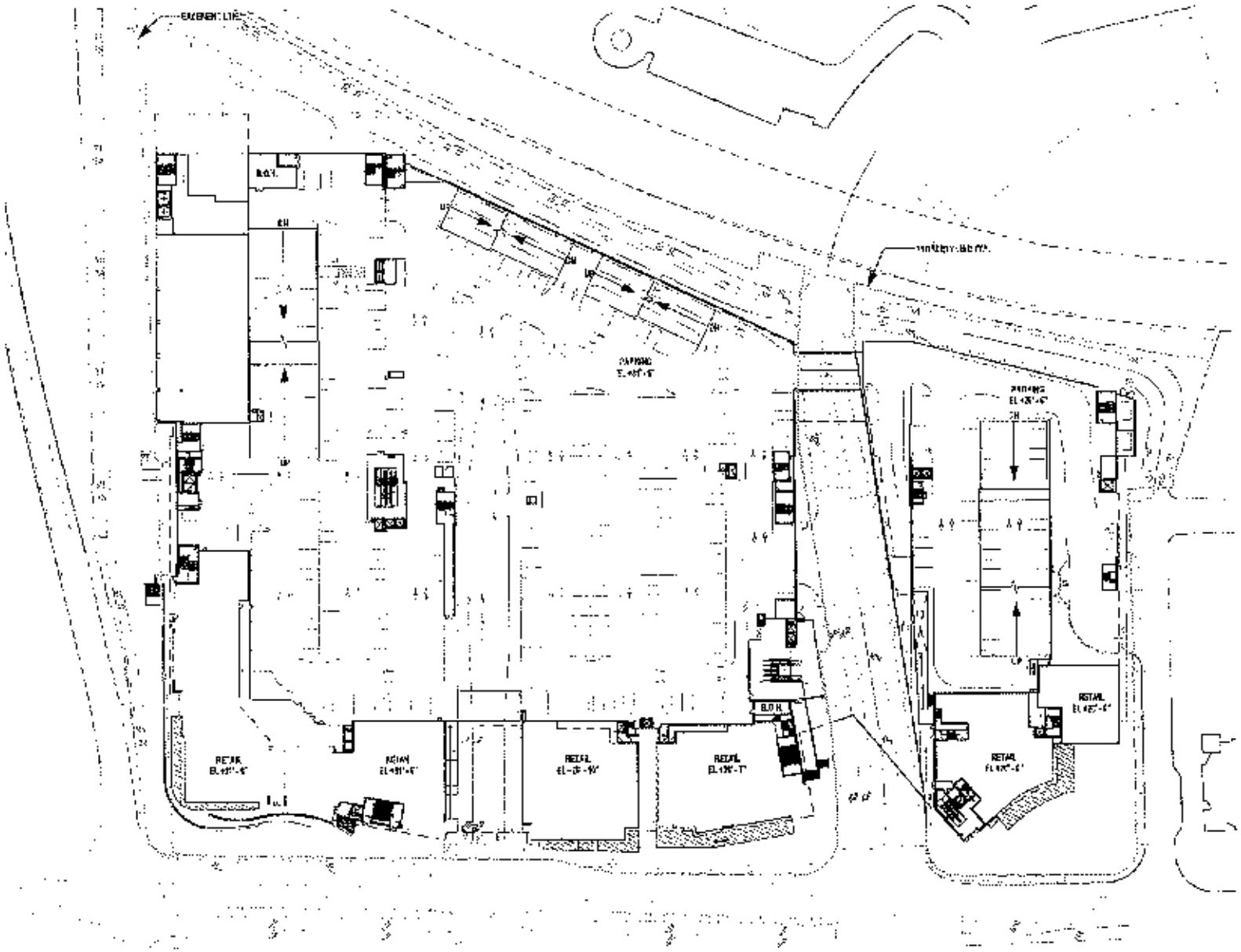


Figure 3A - Level 1 Plan

Reed Putnam Project Area - Norwalk, Connecticut

Alternative showing potential mixed use development on Parcels 1, 2 & 4 and depicting elimination of Putnam Avenue and building "bridging" over Reed Street (now known as North Water Street), provided that at all times, except during construction, free flow of pedestrian and vehicular traffic is allowed on such Reed/North Water Street"

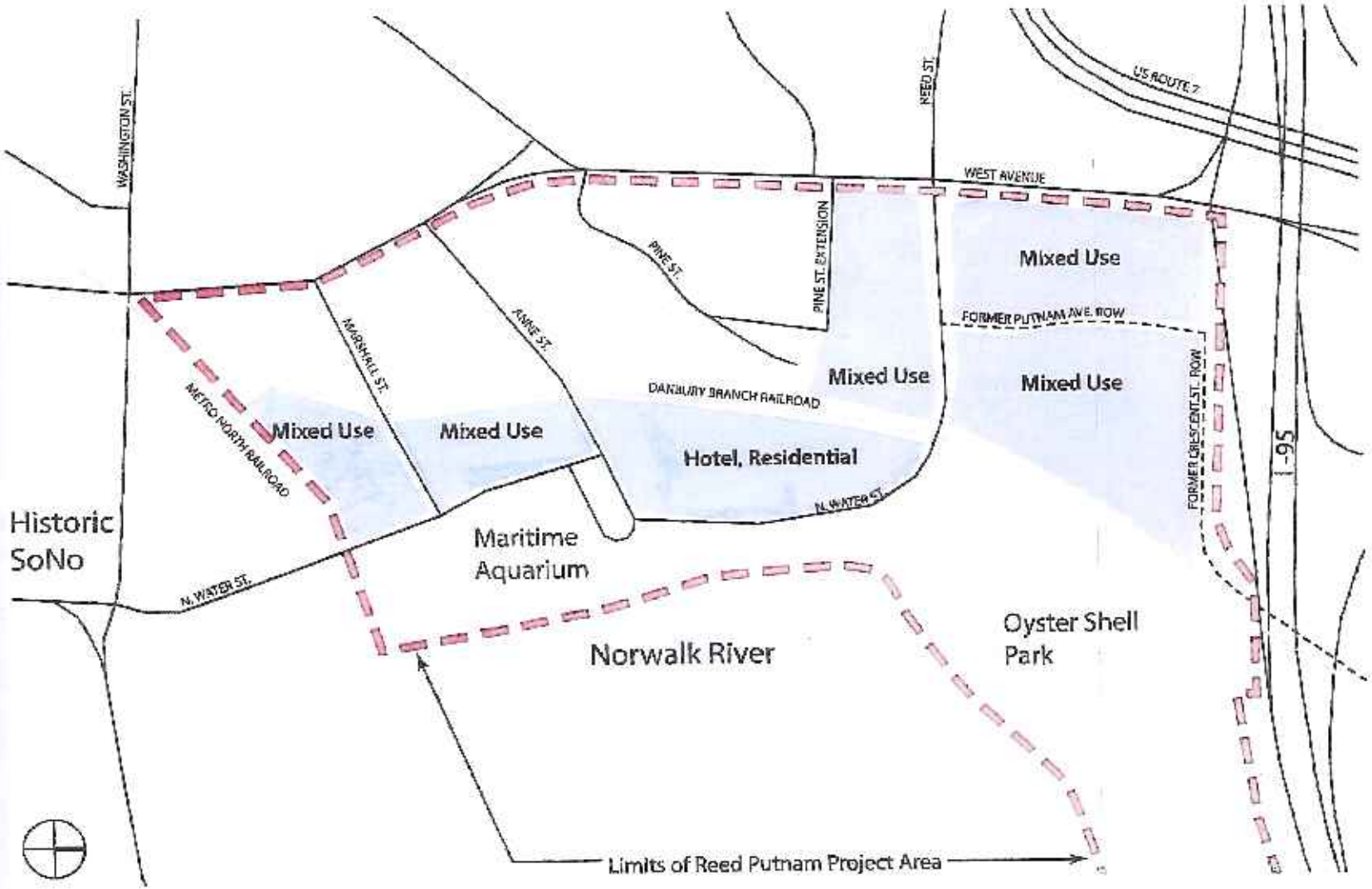


Figure 4 - Land Use Plan

Reed Putnam Project Area - Norwalk, Connecticut

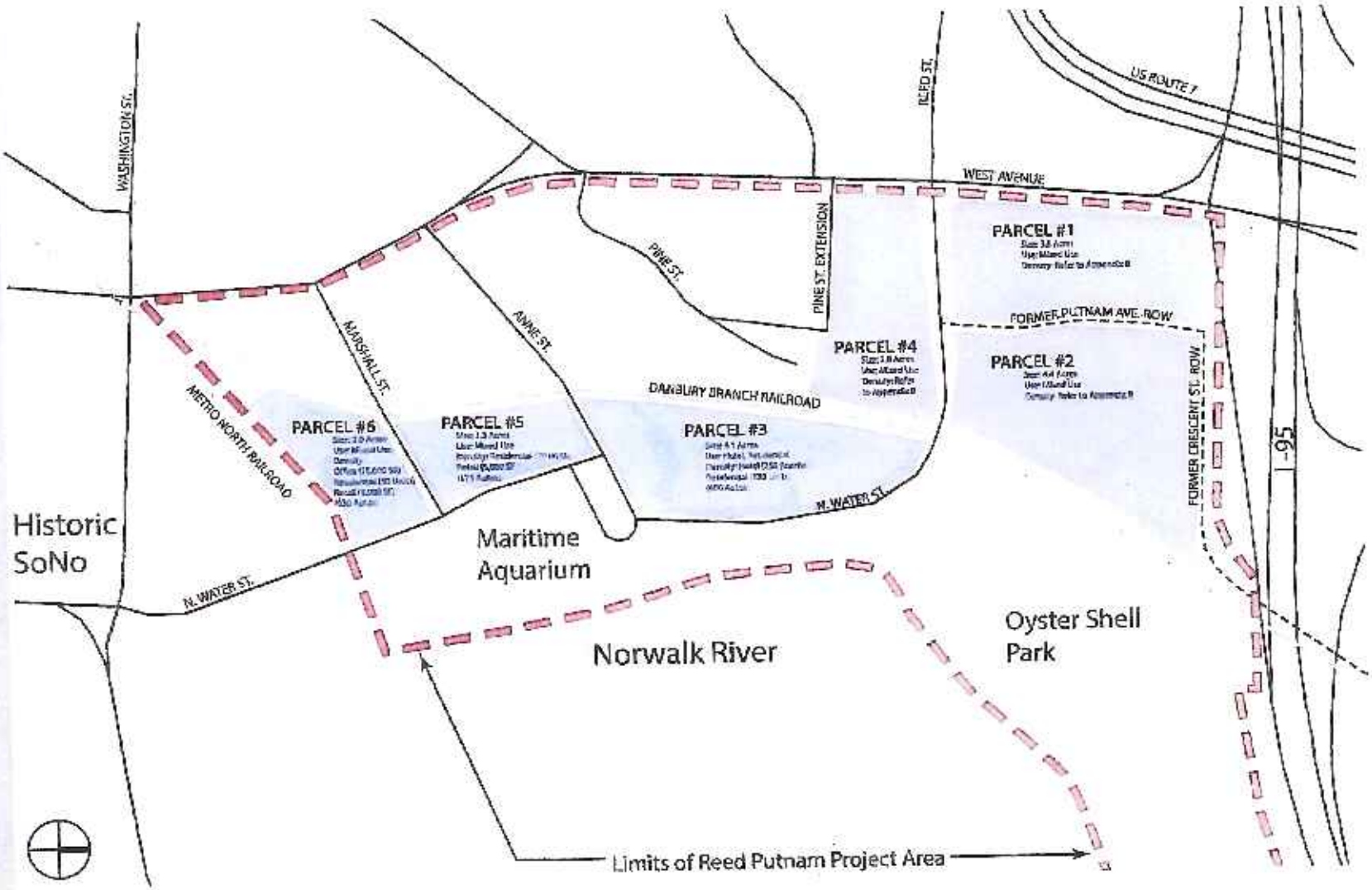


Figure 5 - Major Development Parcels

Reed Putnam Project Area - Norwalk, Connecticut

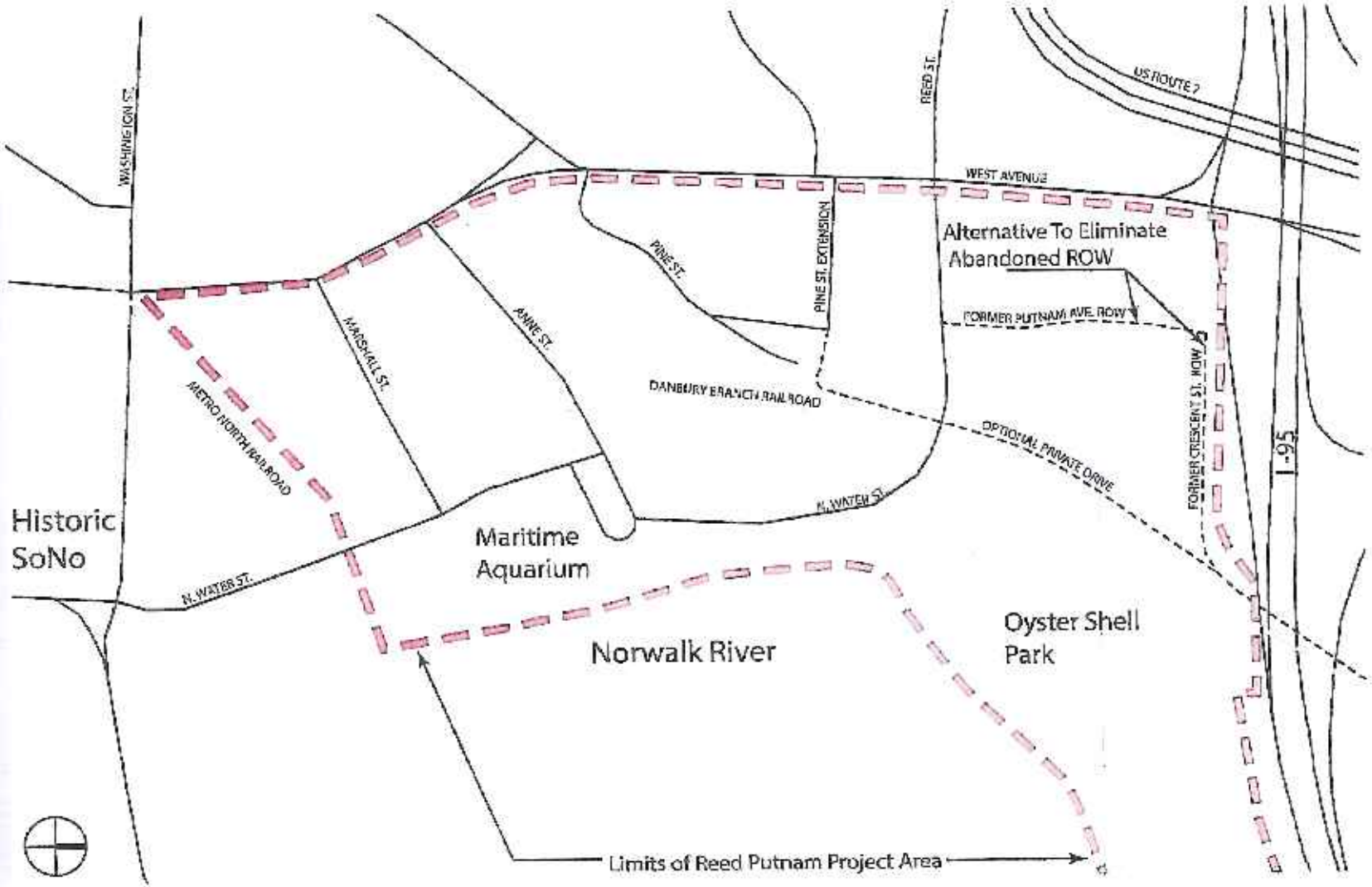


Figure 6 - Major Streets and Parks

Reed Putnam Project Area - Norwalk, Connecticut

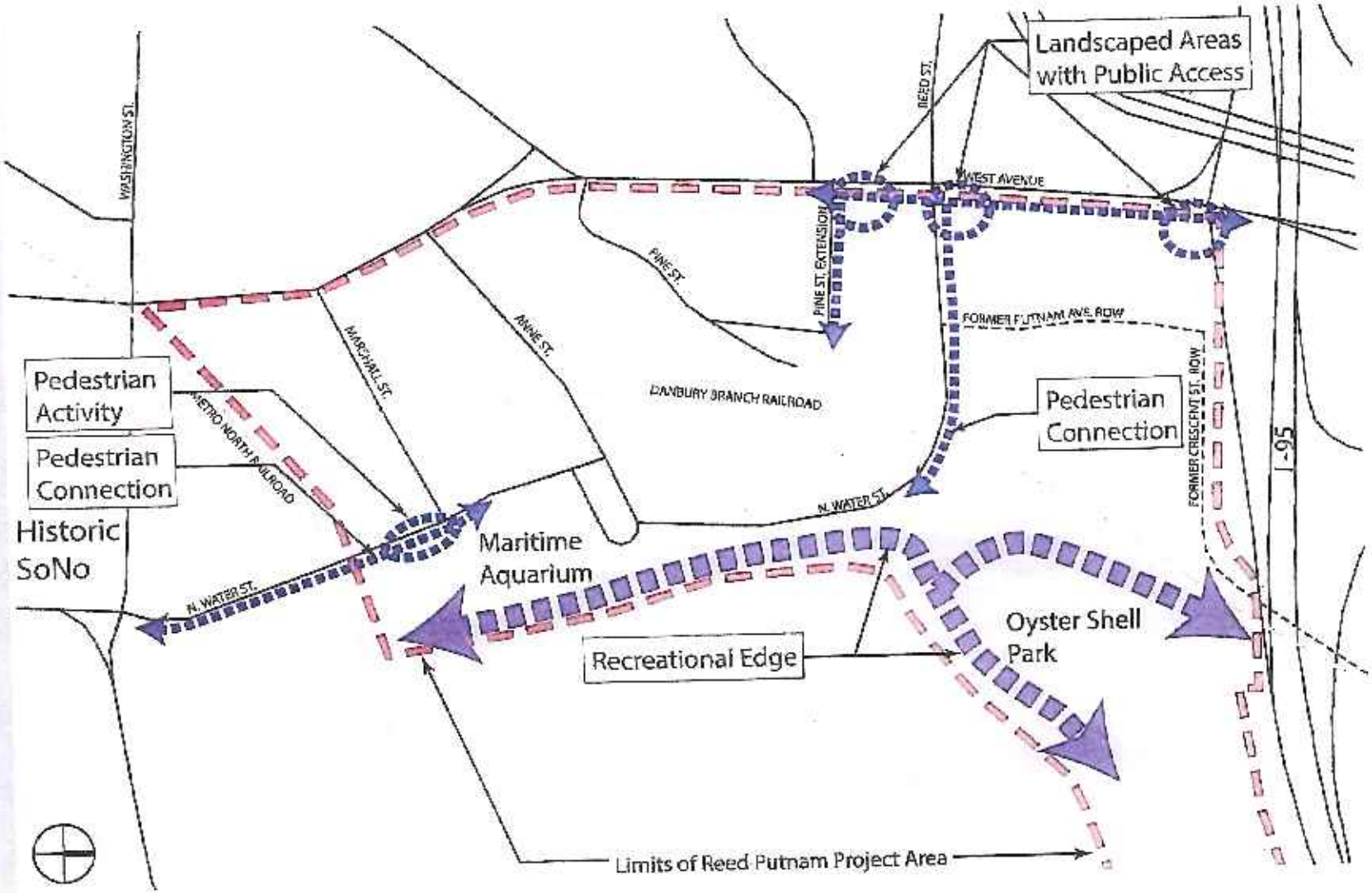


Figure 7 - Open Space Concept

Reed Putnam Project Area - Norwalk, Connecticut

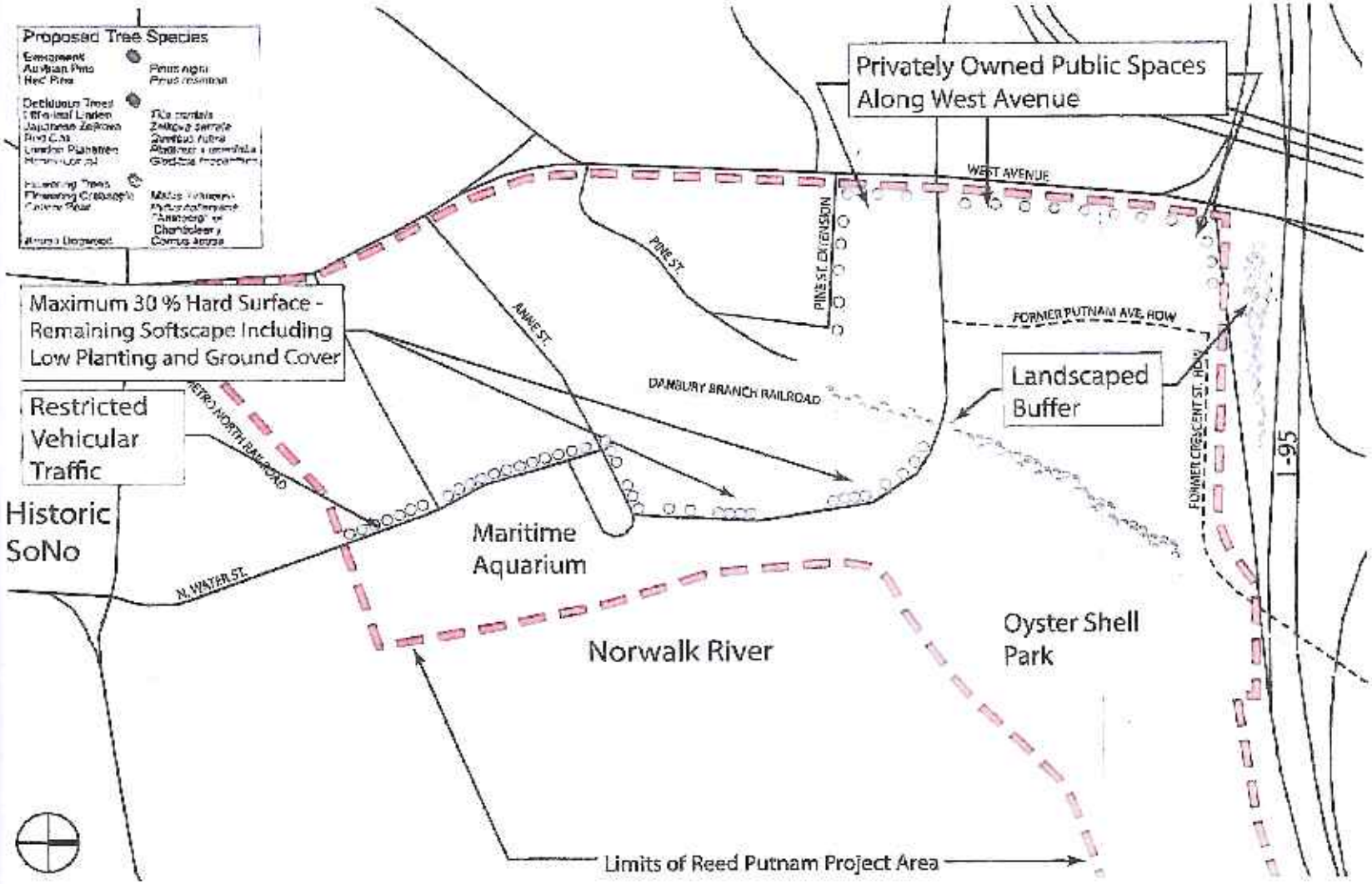


Figure 8 - Landscaping Plan

Reed Putnam Project Area - Norwalk, Connecticut

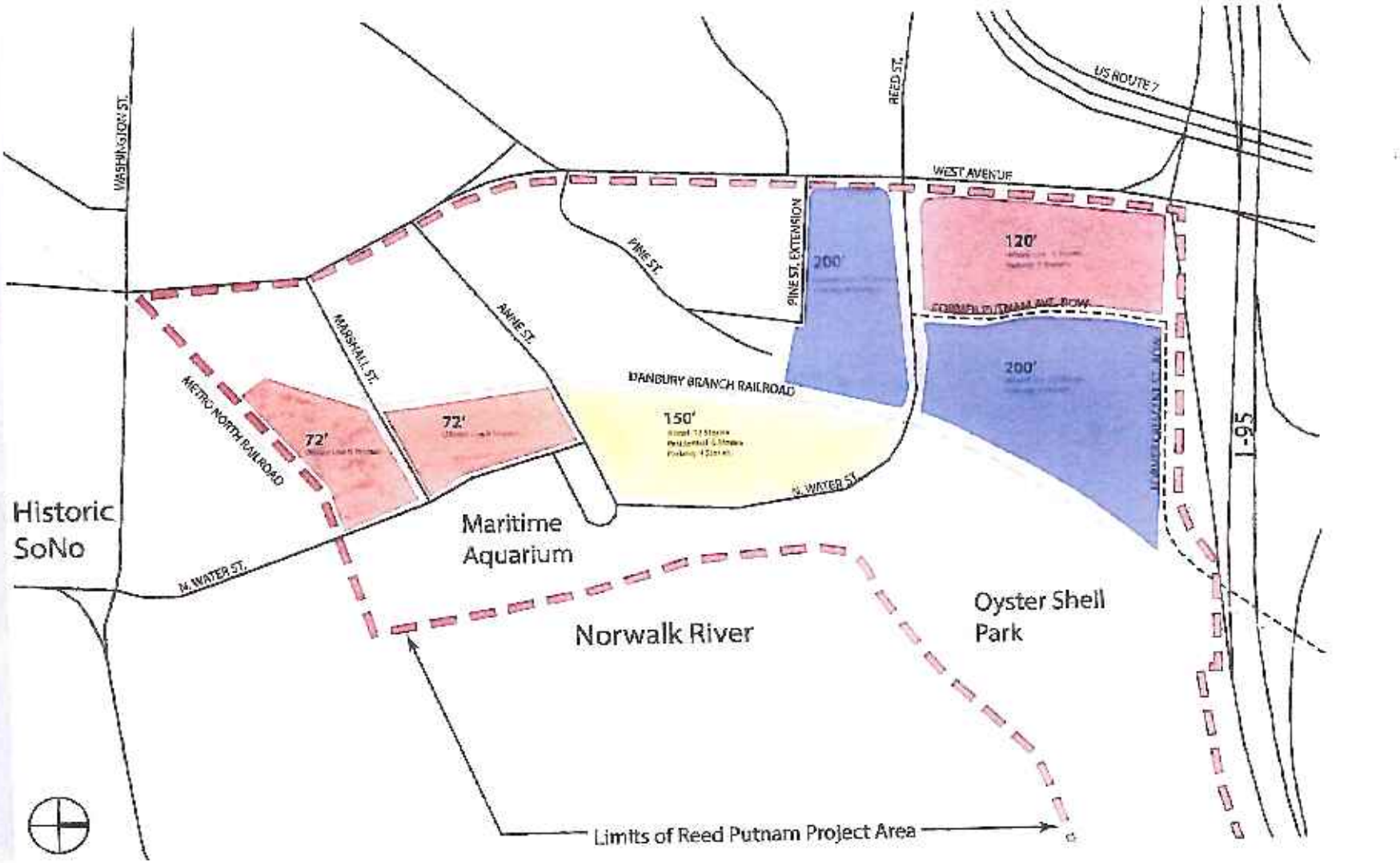


Figure 9 - Maximum Building Heights

Reed Putnam Project Area - Norwalk, Connecticut

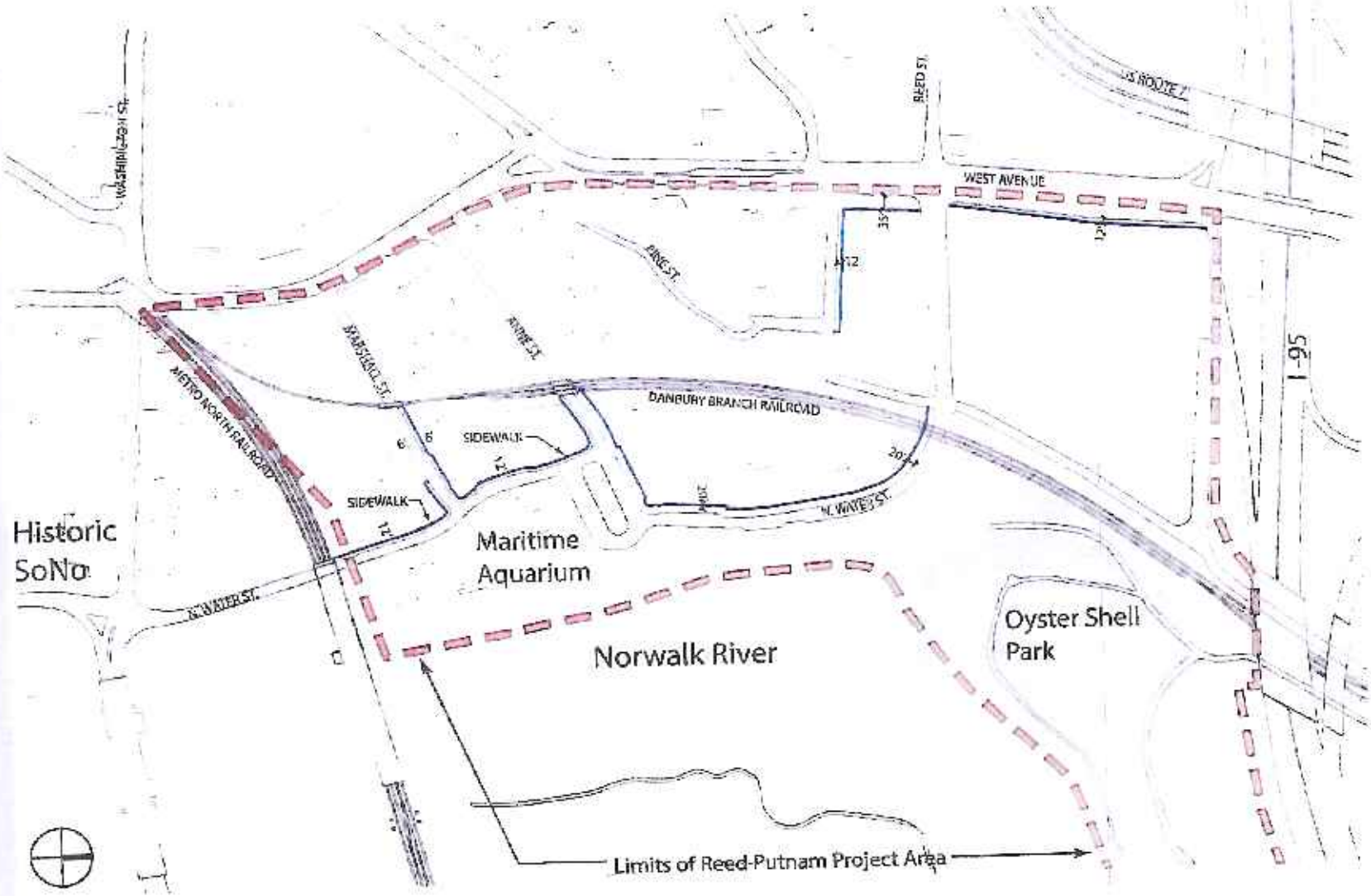


Figure 10 - Setbacks and Build-To-Lines

Reed Putnam Project Area - Norwalk, Connecticut

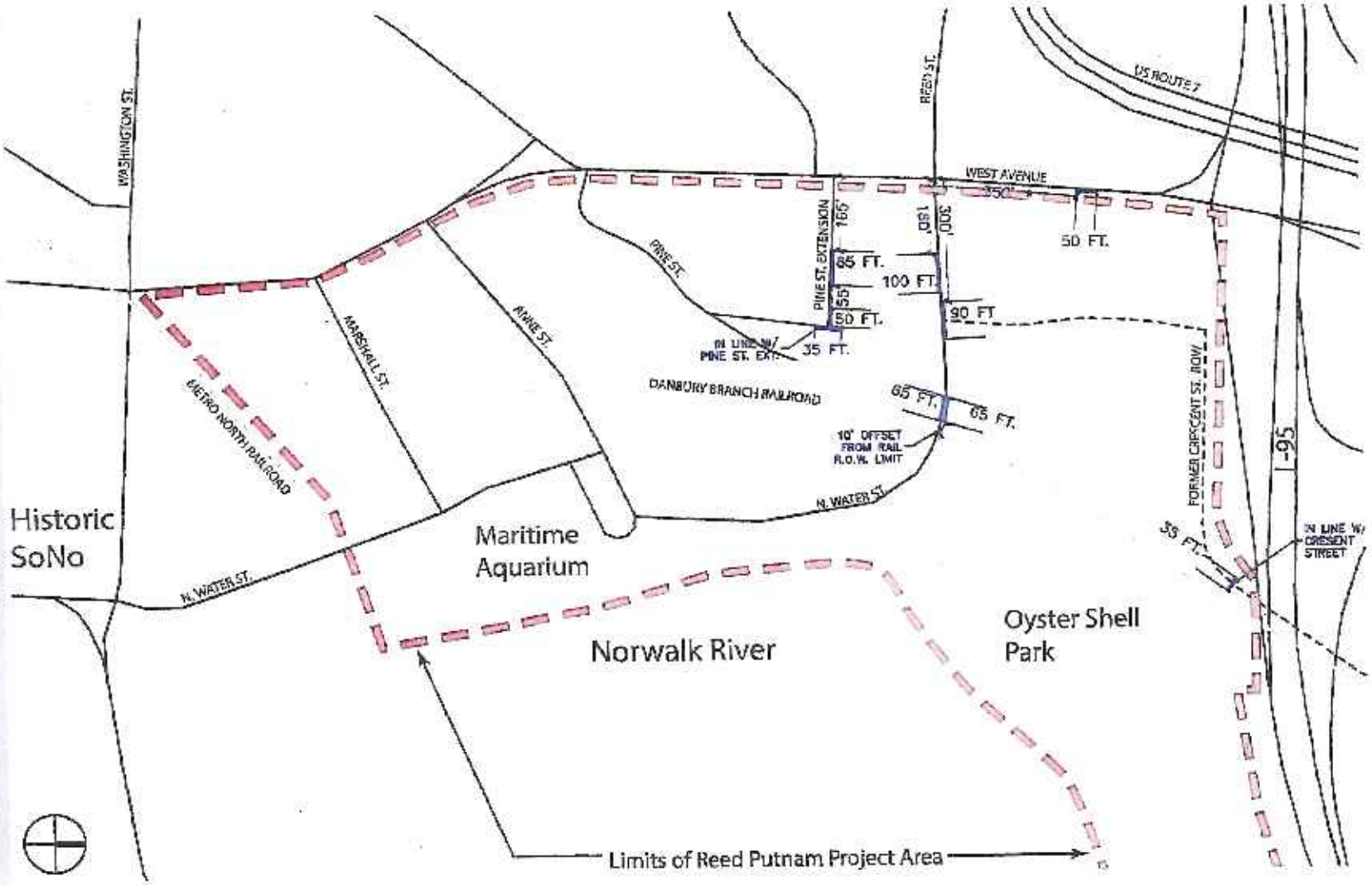


Figure 11 - Curb Cut Zones

Reed Putnam Project Area - Norwalk, Connecticut

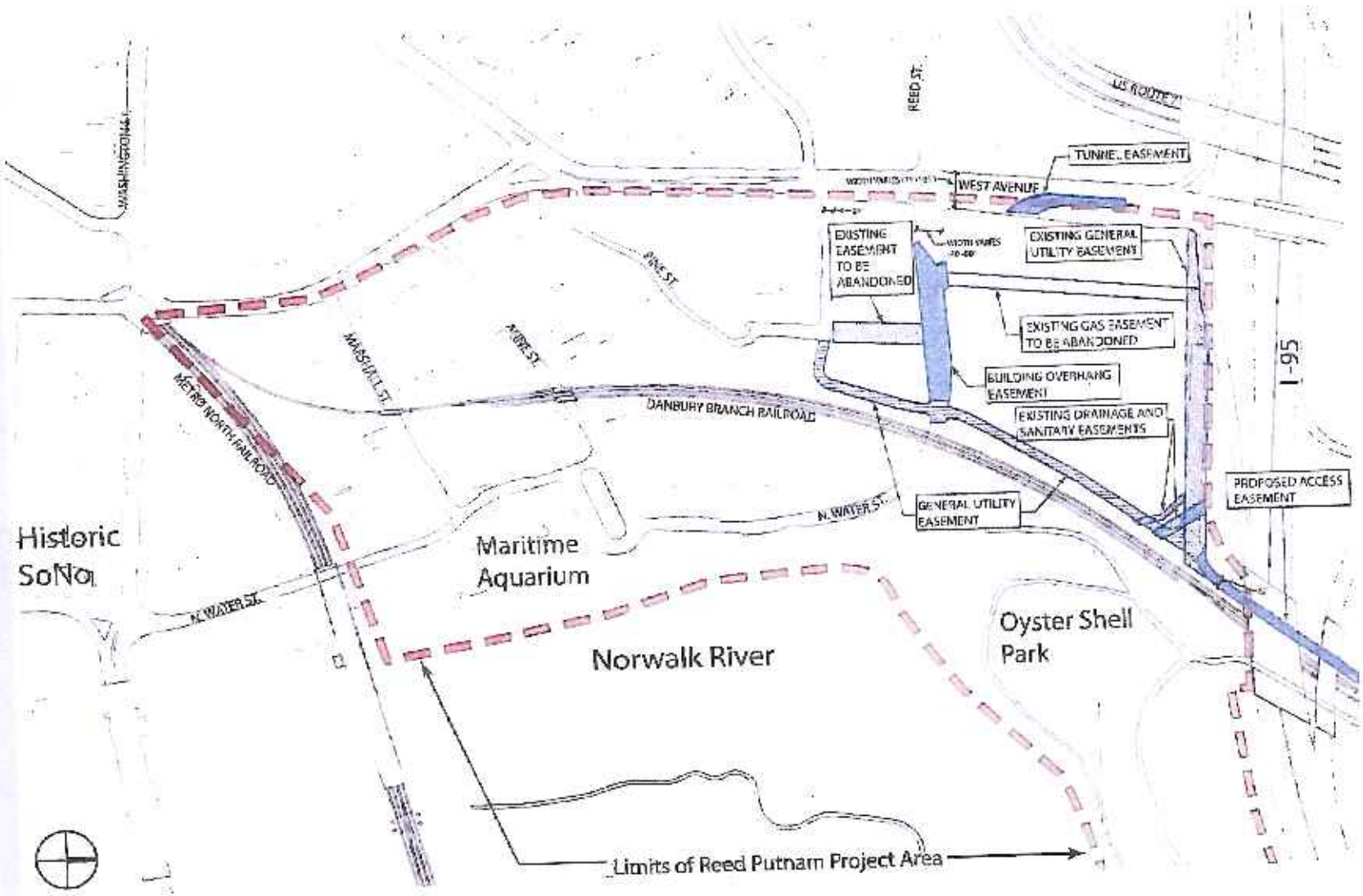
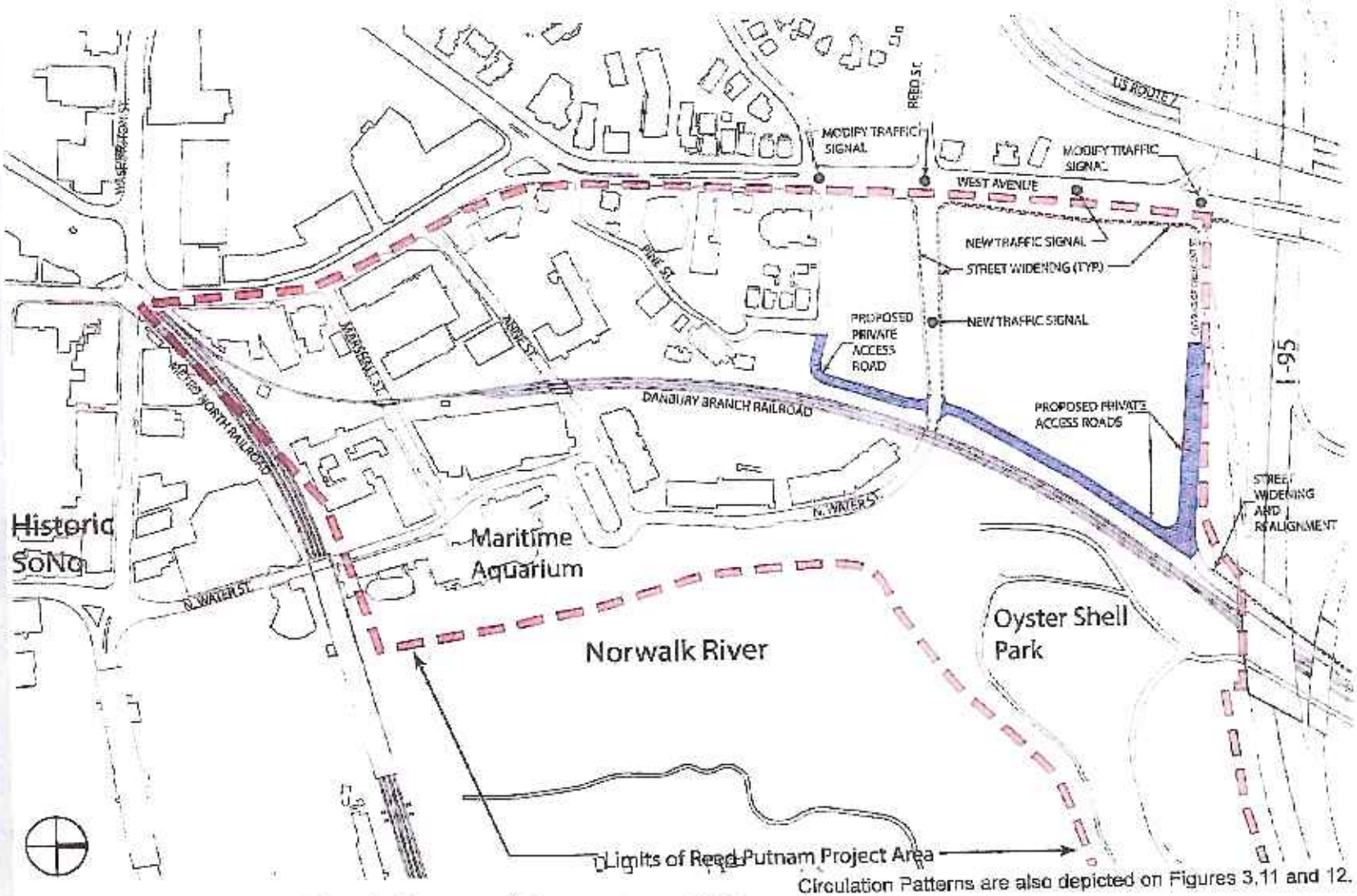


Figure 12 - Easements and Rights-of-Way

Reed Putnam Project Area - Norwalk, Connecticut



Circulation Patterns are also depicted on Figures 3.11 and 12.

Figure 13 - Traffic Circulation and Improvements

Reed Putnam Project Area - Norwalk, Connecticut

Figure 14

Intentionally Omitted

See Text

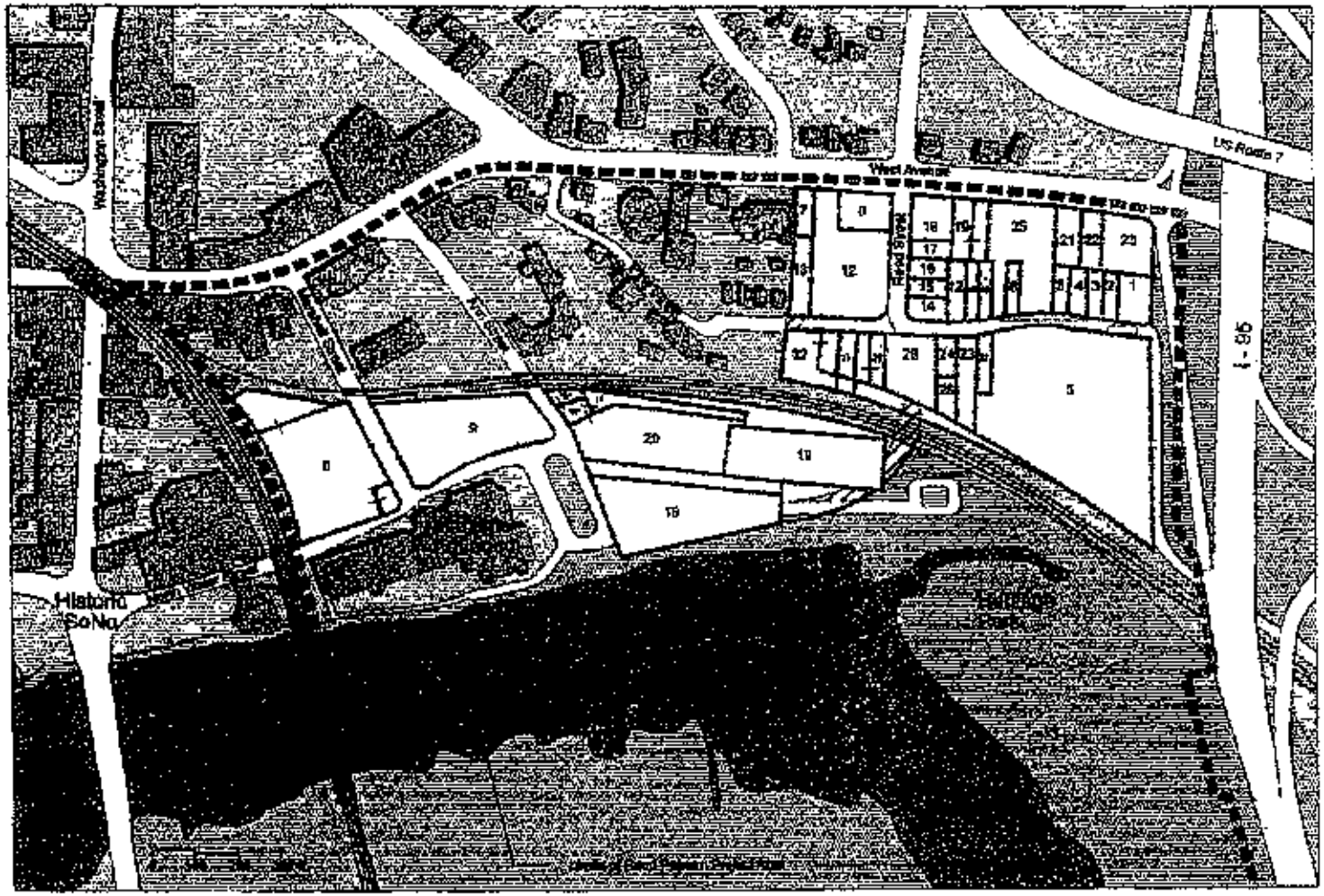


Figure 15 - Property Acquisition Plan

Reed Putnam Project Area - Norwalk, Connecticut

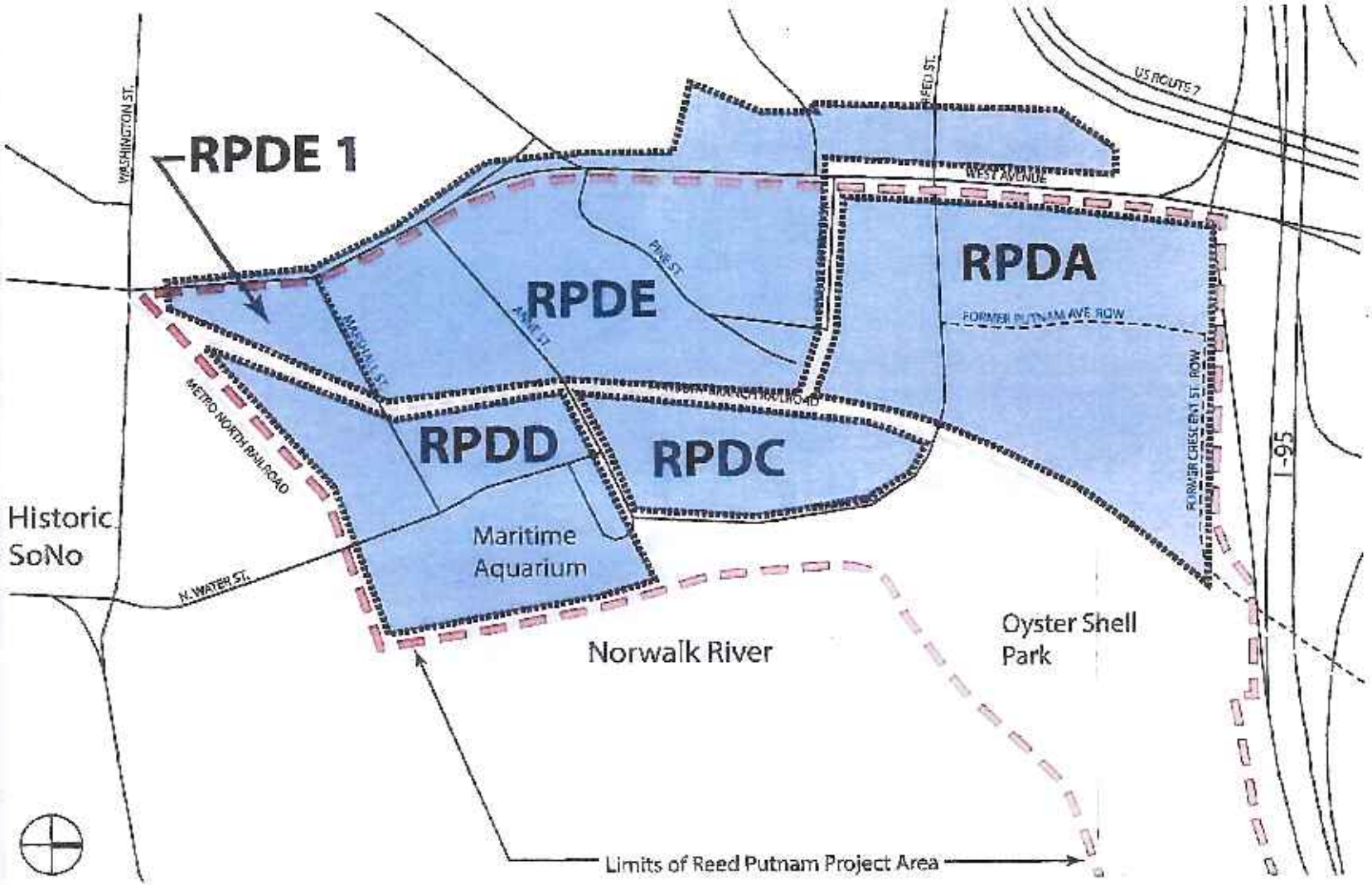


Figure 16 - Proposed Zoning Subareas

Reed Putnam Project Area - Norwalk, Connecticut

COMMON COUNCIL **AGENDA** **APRIL 25, 2017**
NORWALK, CONNECTICUT **7:30 PM EST** **COUNCIL CHAMBERS**

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: April 11, 2017

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Adam J. Blank, Redevelopment Agency

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

B. BOARD OF ESTIMATE AND TAXATION

1. RESOLVED, that a sum not to exceed $40,000 be and the same is hereby transferred from Contingency to the Corporation Council Department to cover the costs of ongoing expenses pertaining to tax appeals and the Walk Bridge project. (Account No. 01-03-00-5258).

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Norwalk Lacrosse Association Inc. for the use of Veterans Park for a LaCrosse Jamboree "Pound on the Sound" to be held Saturday, June 10, 2017 and Sunday, June 11, 2017 from 8:00 AM – 6:30 PM each day. Set up to take place Friday, June 9, 2017 at 3:00 PM with tear down no later than 8:30 PM on Sunday, June 11, 2017. Estimated attendance 2,500+.

2a. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the Norwalk Seaport Association to use Veterans Park for the Annual Oyster Festival to be held Friday, September 8, 2017 from 6:00 PM – 11:00 PM, Saturday, September 9, 2017 from 11:00 AM – 11:00 PM, Sunday, September 10, 2017 from 11:00 AM – 8:00 PM. Set up to begin Friday, August 25, 2017 with tear down no later than Saturday, September 30, 2017. Estimated attendance 30,000.

Proposed Admission Price:
General Admission - $12.00
Senior (65+) - $10.00
Children (5-12) - $5.00
Children (under 5) – Free
Advanced Tickets – Adults - $10.00

2b. Approve the use of the Show Mobile by the Norwalk Seaport Association for use at Veterans Park during the Norwalk Oyster Festival from Friday, September 8, 2017 through Sunday, September 10, 2017.

3. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with National Marine Manufacturers Association to use Taylor Farm, Calf Pasture Beach, Shady Beach, and Marvin School for Parking during the Boat Show to be held Thursday, September 21, 2017 through Sunday, September 24, 2017.

4. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Room to Grow to use Oyster Shell Park for an Obstacle Course/Fun Run to be held Sunday, October 1, 2017 from 9:00 AM – 7:00 PM. Set up to take place on Sunday, October 1, 2017 at 7:00 AM with tear down no later than 7:00 PM on Sunday, October 1, 2017. Estimated attendance 100+.

5a. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Lupus Foundation of America to use Calf Pasture Beach for a "Walk to End Lupus Now Connecticut" to be held Sunday, October 15, 2017 from 3:00 PM – 7:00 PM. Set up to take place at 11:00 AM on Sunday, October 15, 2017 with tear down no later than 8:00 PM on Sunday, October 15, 2017. Estimated attendance 500+.

5b. Approve the use of the Show Mobile by the Lupus Foundation of America for use at Veterans Park for their "Walk to End Lupus Now Connecticut" on Sunday, October 1, 2017.

6. Authorize the Mayor, Harry W. Rilling, to enter into a contract with JTL Industries, LLC (dba Dalton Track & Tennis) for Project #3740 Tennis and Basketball Court – Crack Repair, Color Coating & Striping for a sum not to exceed $93,996.00. Account #'s 09176030-5777-C0321, 09186030-5777-C0321.

7. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Marching Band Inc. (M.B.I.) to use the Andrew's Field Parking Lot for a Carnival to be held Thursday, June 15, 2017 from 6:15 PM – 10:00 PM, Friday, June 16, 2017 from 6:00 PM – 10:00 PM, Saturday, June 17, 2017 from 6:00 PM – 10:00 PM and Saturday, June 17, 2017 from 3:00 PM – 10:00 PM. Set up to take place Monday, June 11, 2017 at 8:00 AM with tear down no later than 12:00 Noon Sunday, June 18, 2017. Estimated attendance 500+.

8. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Rowayton School PTA to use Rowayton School Field and Grounds for their School Carnival to be held Friday, May 12, 2017 from 10:00 AM – 5:00 PM and Saturday, May 13, 2017 from 5:00 PM – 10:00 PM. Set up to take place Thursday, May 11, 2017 at 10:00 AM with tear down no later than 6:00 PM Noon on Sunday, May 14, 2017. Estimated attendance 500+.

B. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: April 13, 2017.

2. For informational purposes only: Narrative on Tax Collections dated April 13, 2017.

3. For informational purposes only: Monthly Tax Collector's Report Dated: March 31, 2017.

4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Thomson Reuters Westlaw for subscription services related to legal research for a sum not to exceed $78,446.00. Account No: 010300-5234.

C. PLANNING COMMITTEE

1. Approve City and Redevelopment Agency staff to modify the Reed Putnam Urban Renewal Plan and Amendment #4 of the Land Disposition Agreement as requested by Norwalk Land Development LLC (GGP) and to undertake all actions required to prepare the respective documents for Common Council final approval.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

REDEVELOPMENT AGENCY — **M/C** — **CGS 8-126**

ADAM J. BLANK (D)
49 Bartlett Avenue
Norwalk, CT 06850

Term Expires – 11/01/2021

COMMON COUNCIL
NORWALK, CT

APRIL 11, 2017
COUNCIL CHAMBERS

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

Mayor Rilling called the meeting to order at 7:35 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Ms. King, City Clerk read the notice stating that the meeting was being videotaped and audio recorded for the public broadcast and that assisted listening devices were available.

I. ROLL CALL

Ms. King called the Roll. The following Common Council members were present:

Council at Large:	Mr. Richard Bonenfant	Mr. Michael Corsello
	Mr. Douglas Hempstead	Mr. Bruce Kimmel
	Mr. Nicholas Sacchinelli	
District A:	Ms. Eloisa Melendez	Mr. Steve Serasis
District B:	Ms. Faye Bowman (7:39)	Mr. Travis Simms (7:49)
District C:	Mr. John Kydes	Ms. Michelle Maggio
District D:	Ms. Shannon O'Toole Gianduzo	Mr. Michael DePalma
District E:	Mr. John Igneri	Mr. Thomas Livingston

At Roll Call, there were thirteen Common Council member present and two (2) absent (Ms. Bowman and Mr. Simms).

Also present were Mayor Harry Rilling; Corporation Counsel, Mario Coppola and City Clerk, Donna King.

II. ACCEPTANCE OF MINUTES

Regular Meeting March 28, 2017

** **MR. IGNERI MOVED TO ACCEPT THE MINUTES AS PRESENTED**
** **MOTION PASSED WITH ONE (1) ABSTENTION (MR. SACCHINELLI)**

III. PUBLIC PARTICIPATION

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

Mr. Paul Braschi said that he lives directly across from the Grasso facility. He said that he reported then less than a week after the last meeting, when they started work at 5:30 a.m.. He called the Police, that they were not clear about the law. He said he has been fighting this battle for 13 years and if the contract is awarded, they are being rewarded for bad behavior.

Ms. Teresa Peterson said that she used to live across from Grasso and moved this summer because of the noise created from this property.

Ms. Bowman and Mr. Simms joined the meeting at 7:39 p.m.

Ms. Peterson said she understands that Joe Grasso Jr. is a separate entity noted that he reached out to the community with a message of change. She said there is a serious noise problem and it impacts the quality of life.

Attorney Peter Nolan, represented the South Norwalk Community Center. He said that the settlement puts the issues with the building to bed; there are some minor disagreements, but fees they will be worked out.

Ms. Pat Kirschner said that the acceptance of Mr. Grasso's bid is a done deal. She said he wrote a letter indicating that he intends to be a good neighbor. She distributed photos taken today showing debris and a silt fence. She asked what Mr. Grasso was going to do differently since he is not compliant today.

Mr. Steve Kirschner asked how they would have a level playing field with Grasso bidding against good Norwalk bidders.

Attorney Tony Leone, represented Grasso Co, LLC said the Common Council is being asked to vote whether or not they wanted to throw out $128,000. He said the Police were not called at 5:30 a.m. and that he heard that one of the main reasons to consider rejecting this contract is because of certain tax and Zoning violations. He said they are unfounded and not related to Joe Grasso. Attorney Leone said that despite what was heard, Joe Jr. started this company; he did not inherit the company. Over the past several years he has been successful because he is a hard worker.

Attorney Leone said that Joe Grasso bid on this project and was considered to be the low, responsible bidder. The Common Council has no choice but to award this contract to him. He added that Joe Grasso is not the landlord of this property.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS:

ALICE M. MCQUAID, TRANSIT DISTRICT

** **MR. KYDES MOVED TO APPROVE THE APPOINTMENT OF MS. MCQUAID TO THE TRANSIT DISTRICT**

Mr. Kydes said he has known Ms. McQuaid for a number of years and is sure she will do a great job. Mr. Hempstead said that she is dedicated. Ms. O' Toole Giandurco thanked her for her willingness to serve.

** **MOTION PASSED UNANIMOUSLY**

JOHN P. VEREL, CONSERVATION COMMISSION

** **MR. IGNERI MOVED TO APPROVE THE APPOINTMENT OF MR. VEREL TO THE CONSERVATION COMMISSION**

Mr. Igneri said that he has known Mr. Verel for a long time and that he will do a great job.

** **MOTION PASSED UNANIMOUSLY**

THOMAS J. VETTER, PARKING AUTHORITY

** **MR. KIMMEL MOVED TO APPROVE THE APPOINTMENT OF MR. VETTER TO THE PARKING AUTHORITY**

Mr. Kimmel said that Mr. Vetter did an excellent job when he was a member of the Board of Education.

** **MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS:

JOHN C. ROMANO, HARBOR MANAGEMENT COMMISSION

** **MR. HEMPSTEAD MOVED TO APPROVE THE REAPPOINTMENT OF MR. ROMANO TO THE HARBOR MANAGEMENT COMMISSION**

Mr. Hempstead said that no one knows the shoreline like Mr. Romano. He is not afraid to speak his mind and he cares. Ms. O'Toole Giandurco said Mr. Romano was unable to be here this evening because he had to attend a special meeting.

** **MOTION PASSED UNANIMOUSLY**

MAYOR'S REMARKS

Mayor Rilling announced upcoming events, including the WALK Bridge public hearing on April 12th, the Easter Egg Hunt at the Rowayton Community Center on April 15th, the Whittingham Cancer Center fundraiser on April 19th and the April 22nd Earth Day City wide clean up. He wished everyone a Happy Passover and Happy Easter.

V. COUNCIL PRESIDENT

Mr. Igneri said that the grand list is growing and continues to grow. This is the perfect time to invest that revenue in the school system.

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none announced this evening.

APPOINTMENTS: There were none announced this evening.

REAPPOINTMENTS: There were none announced this evening.

B. CONSENT CALENDAR

** **MR. BONENFANT MOVED THE FOLLOWING CONSENT CALENDAR:**

CORPORATION COUNSEL
6A1
6A2

FINANCE COMMITTEE
7A1

PUBLIC WORKS
7B1A
7B3A & 7B3B
7B4A & 7B4B
7B5
7B6

7B7

LAND USE AND BUILDING MANAGEMENT
7C1
7C2
7C3
7C4A , 7C4B, 7C4C
7C6
7A & 7B

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. AUTHORIZATION TO SETTLE CLAIM: ALEJANDRO UBALDO, PPA NORMA MOLERO V. CITY OF NORWALK
EXECUTIVE SESSION

2. AUTHORIZATION TO SETTLE CLAIM: LILLY CHESLER V. CITY OF NORWALK SARAH CHESLER V. CITY OF NORWALK
EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. FINANCE COMMITTEE

1. APPROVE A SPECIAL CAPITAL APPROPRIATION IN THE AMOUNT OF $277,000.00 TO INCREASE THE APPROPRIATION TO FUND WEST ROCKS MIDDLE SCHOOL WINDOWS AND DOORS REPLACEMENT PROJECT (ACCOUNT 09175010-5777-C0566).

B. PUBLIC WORKS COMMITTEE

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A SECOND AMENDMENT TO THE SEPTEMBER 18, 2015 AGREEMENT WITH SAFETY MARKING, INC. FOR PROJECT TRF2015-1 PROPOSED PAVEMENT MARKINGS, SYMBOLS & LEGEND AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED $300,000.00.
ACCOUNT NO: 09 17 4021 5777 C0562

3A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH L. HOLZNER ELECTRIC CO. FOR PROJECT BR 2017-1 SUBSTRUCTURE REPAIRS TO THE GLOVER AVENUE BRIDGE OVER THE NORWALK RIVER, FOR A SUM NOT TO EXCEED $243,399.50.
ACCOUNT NO: 09 14 4021 5777 C0526

09 17 4021 5777 C0526

3B. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS, BRUCE CHIMENTO, TO EXECUTE ORDERS ON CONTRACT WITH L. HOLZNER ELECTRIC CO. FOR PROJECT BR 2017-1 SUBSTRUCTURE REPAIRS TO GLOVER AVENUE BRIDGE OVER THE NORWALK RIVER, FOR A SUM NOT TO EXCEED $24,339.95.
ACCOUNT NO: 09 14 4021 5777 C0526
09 17 4021 5777 C0526

4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH DEERING CONSTRUCTION INC., FOR PROJECT PM 2017-2 BITUMINOUS CONCRETE PERMANENT REPAIRS, FOR A SUM NOT TO EXCEED $309,770.00.
ACCOUNT NO: 03 0000 2602

4B. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS, BRUCE CHIMENTO, TO EXECUTE ORDERS ON CONTRACT WITH DEERING CONSTRUCTION INC., FOR PROJECT PM 2017-2 BITUMINOUS CONCRETE PERMANENT REPAIRS, FOR A SUM NOT TO EXCEED $30,977.00.
ACCOUNT NO: 03 0000 2602

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A 3 YEAR CONTRACT WITH DW TRANSPORT & LEASING, INC., FOR THE TRANSPORTATION & DISPOSAL OF STREET SWEEPINGS/CATCH BASIN GRIT, EXCAVATED MATERIAL AND BROKEN STRUCTURAL CONCRETE AND FOR THE TRANSPORTATION & DISPOSAL OF YARD WASTE MATERIALS, FOR A SUM NOT TO EXCEED $350,000.00 AS FOLLOWS:
FISCAL YEAR 2017-18 $350,000
FISCAL YEAR 2018-19 $350,000
FISCAL YEAR 2019-20 $350,000
ACCOUNT NO: 01 4042 5299

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A SOLE SOURCE AGREEMENT WITH AECOM FOR BIDDING PHASE SERVICES, CONSTRUCTION MANAGEMENT ENGINEERING SERVICES, AND CONSTRUCTION INSPECTION SERVICES PERTAINING TO THE FLOCK PROCESS DAM REMOVAL PROJECT FOR A SUM NOT TO EXCEED $170,000.00
ACCOUNT NO: 35 33 70 5258 (CT DEEP GRANT FUNDS)

7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO WITHDRAW FROM ITS CONTRACT WITH THE CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION FOR PROJECT NUMBER DEPA00002082007.

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. TECHNICAL CORRECTION: OF COMMON COUNCIL ACTION OF MARCH 20, 2017, ITEM VII,
4A – REVISE ACCOUNT NUMBER FROM "09171000 5777 C0526" TO "09171000 5777 C536" AND THE REVISED ACTION SHALL BE AS FOLLOWS:

"4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH DPM CONTRACTING FOR THE RESTROOMS

RENOVATION PROJECT AT NORWALK SENIOR CENTER FOR A TOTAL NOT TO EXCEED $106,088.00. FUNDS ARE AVAILABLE FROM REDEVELOPMENT AGENCY CDBG, HUMAN RELATIONS ADA ACCOUNT NUMBER 09171000 5777 C0536 AND BUILDING MANAGEMENT CAPITAL IMPROVEMENT ACCOUNT NUMBER 0916/17 7100 5777 C0476.

4B. AUTHORIZE BUILDING MANAGEMENT TO ISSUE CHANGE ORDER ON CONTRACT FOR A TOTAL NOT TO EXCEED $10,608.00."

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH CONNECTICUT YANKEE COUNCIL FOR THE USE OF 3 CLASSROOMS ON THE SECOND FLOOR OF BEN FRANKLIN CENTER FROM JUNE 25, 2017 TO AUGUST 4, 2017 FOR ITS CHILDREN STEM SUMMER PROGRAM. TOTAL COST FOR UTILITY EXPENDITURES SHALL BE $562.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH OMNI DATA, WEST HAVEN, CT FOR VIDEO INSTALLATION AT 19 SCHOOLS FOR A TOTAL NOT TO EXCEED $900,000 PLUS A CONTINGENCY NOT TO EXCEED $100,000.
ACCOUNT NO: 09145010 5799 C0576 $10,604.29
ACCOUNT NO: 09155010 5799 C0576 $293,280.50
ACCOUNT NO: 09155010 5777 C0537 $696,115.30

4A. APPROVE NORWALK FACILITIES CONSTRUCTION COMMISSION (NFCC), ACTING IN ACCORDANCE WITH NORWALK ORDINANCES, AS THE NORWALK SCHOOL BUILDING COMMITTEE FOR THE CRANBURY ELEMENTARY SCHOOL ASBESTOS ABATEMENT PROJECT.

4B. AUTHORIZE THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE CRANBURY ELEMENTARY SCHOOL ASBESTOS ABATEMENT PROJECT.

4C. AUTHORIZE THE FILING OF A SCHOOL GRANT APPLICATION TO THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES FOR THE CRANBURY ELEMENTARY SCHOOL ASBESTOS ABATEMENT PROJECT.

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH CONSTRUCTION SOLUTIONS GROUP, LLC (CSG) TO PROVIDE PROGRAM MANAGEMENT SERVICES NECESSARY FOR THE IMPLEMENTATION OF THE PROPOSED SCHOOL FACILITIES IMPROVEMENT PLAN. ANNUAL COSTS SHALL BE AS FOLLOWS WITH ADDITIONAL ANNUAL ALLOWANCE OF $20,000 FOR REIMBURSABLE EXPENSES:
1ST YEAR - $ 240,000
2ND YEAR - $ 252,000
3RD YEAR - $ 264,600
4TH YEAR - $ 278,951
5TH YEAR - $ 291,720

FUNDS ARE AVAILABLE IN THE CAPITAL BUDGET ACCOUNT NO: 09175010 5777 C0585

7A. RESCIND: COMMON COUNCIL ACTION OF DECEMBER 13, 2016, ITEM VII, C. 1A AND 1B. WHICH AUTHORIZED THE FOLLOWING:
"1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH STC BUILDING & PROPERTY MANAGEMENT FOR NORWALK CONCERT HALL INTERIOR ADA IMPROVEMENT PROJECT FOR A TOTAL NOT TO EXCEED $41,350.00.
ACCOUNT NO: 0917 1000 5777 C0536

1B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED $4,135.00.

7B. NEW ACTION:
AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH DPM CONTRACTING, LLC FOR NORWALK CONCERT HALL INTERIOR ADA IMPROVEMENT PROJECT, FOR A TOTAL NOT TO EXCEED $52,888.00.
ACCOUNT NO: 0917 1000 5777 C0536
AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED $5,288.00.

** MOTION PASSED UNANIMOUSLY

VII. COMMON COUNCIL COMMITTEES

A. FINANCE COMMITTEE

** MR. KIMMEL MOVED THE FOLLOWING:

2. WHEREAS, SECTION 1-289 OF THE NORWALK CHARTER REQUIRES A 2/3 AFFIRMATIVE VOTE OF THE ENTIRE MEMBERSHIP OF THE COMMON COUNCIL TO INCREASE A SPECIFIC SPENDING LIMITATION ON LOCALLY FUNDED EXPENDITURES DURING THE PROCESS OF ESTABLISHING THE NEXT FISCAL YEAR'S OPERATING BUDGET.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NORWALK THAT:

THE MAXIMUM LIMIT ON TOTAL APPROPRIATIONS FOR THE CITY OF NORWALK FOR FISCAL YEAR BEGINNING JULY 1, 2017 SHALL BE NO MORE THAN $338,667,747. THIS APPROPRIATION CAP REPRESENTS TOTAL EXPENDITURES OF $357,909,487 LESS ESTIMATED INTERGOVERNMENTAL GRANTS OF $19,241,740.

BE IT FURTHER RESOLVED THAT THE RESULT OF THIS VOTE AND RESOLUTION BE FORWARDED BY THE CLERK OF THE CITY OF NORWALK TO THE BOARD OF ESTIMATE AND TAXATION.

Mr. Kimmel explained that the City is not sure what the State legislature is going to do; however, addressing this resolution is mandated by City Charter. This item creates the fiscal readiness if it is needed and the mill rate will remain the same.

Mr. Hempstead asked about the appearance of a conflict of interest because his wife is a teacher. Mr. Coppola said he did not see an appearance of a conflict of interest.

Ms. Bowman asked where the funding will come from if the hospital is not taxed. She also expressed concern about the impact of the people working at the hospital. Mr. Barron said the Board of Estimate promised they will not spend the increased amount, unless required to make the contribution to the teachers' retirement fund.

Mr. Corsello asked if the Tax Accessor's office did an appraisal of the hospital. Mr. Barron said that it is done every year.

Mr. Barron explained that this action creates room if the City is required to make the payment. He noted that the State has not yet approved its budget. Mr. Hempstead said that in theory, the City could spend that money, if the State legislature decides to allow the hospital tax, but not require the City to fund the teachers' pensions.

Mr. Burnette, Chair Board of Estimate and Taxation said the Board of Estimate and Taxation, in partnership, with the Common Council is not trying to create a slush fund; their intent is to manage the situation that might come down from Hartford. He noted there are a lot of "ifs" right now.

Mr. Bonenfant said he was not comfortable raising the cap in anticipation of something that has not yet happened. Mr. Corsello asked where the money will come from to contribute to the retirement fund, if the City is not permitted to tax the hospital. Mr. Burnette said it would come from the taxpayers.

Mr. Barron said the appropriation allows the City to make the payment if required to do so. Mr. Kimmel said that this is all speculation based on what they were told the State will do. The problem is that it is not clear what is going to happen.

** **MOTION FAILED BY ROLL CALL VOTE WITH EIGHT (8) VOTES IN FAVOR (MR. KIMMEL; MS. MELENDEZ; MR. SACCHINELLI; MR. KYDES; MS. MAGGIO; MR. DEPALMA; MR. IGNERI; MR. LIVINGSTON) FIVE (5) VOTES IN OPPOSITION (MR. BONENFANT; MR. CORSELLO; MS. BOWMAN; MR. SIMMS; MS. O'TOOLE GIANDURCO) AND TWO (2) ABSTENTIONS (MR. HEMPSTEAD AND MR. SERASIS)**

A recess was called at 8:56 p.m.

The meeting resumed at 9:03 p.m.

** **MR. CORSELLO MOVED TO RECONSIDER THE VOTE**

** **MOTION PASSED WITH TWELVE (12) IN FAVOR (MR. CORSELLO; MR. HEMPSTEAD; MR. KIMMEL; MR. SACCHINELLI; MS. MELENDEZ; MR. SERASIS; MR. KYDES; MS. MAGGIO; MR. DEPALMA; MS. O'TOOLE GIANDURCO; MR. IGNERI; MR. LIVINGSTON) AND THREE (3) IN OPPOSITION (MR. BONENFANT; MS. BOWMAN; MR. SIMMS)**

Ms. Bowman requested that the Corporation Counsel provide a briefing and research on whether this item can be reconsidered. Mr. Kimmel noted that Attorney Beltz Jacobson can provide that information. He added that he has seen motions reconsidered before. Ms. Bowman reiterated her request. Mayor Rilling said the Corporation Counsel rendered an opinion and it is appropriate to reconsider a vote if the meeting is still in session.

** **MR. HEMPSTEAD MOVED THE FOLLOWING AMENDMENT:**

SUBJECT TO THE CONDITIONS OF THE GOVERNOR'S PROPOSED BUDGET CONCERNING THE REQUIREMENT TO TAX THE HOSPITALS TO COVER PAYMENT OF THE TECHERS' PENSIONS. IN ADDITION, THE CAP WILL ONLY BE RAISED IF THE STATE LEGISLATURE TAKES ACTION TO TAX HOSPITALS TO FUND TEACHERS' PENSIONS

Mr. Barron explained that the City's budget has to be approved on May 1st; however, the Governor's budget may be delayed until after the beginning of the new fiscal year on July 1st. He said the Governor has challenged the way they do business this year.

If payment is required, it will be in conjunction with removing the hospital from the tax exempt status.

** **MR. HEMPSTEAD WITHDREW HIS AMENDMENT**

Mr. Barron said an appropriation allows the Board of Estimate and Taxation to establish a budget. The decision to spend that money can be made later in the year.

Mr. Simms asked how this will impact the Board of Education's budget to build a school in the Nathaniel Ely area. He noted that there have been no approvals to build a school. Mr. Barron explained that this has nothing to do with the capital budget. Ms. Bowman asked about the true Board of Education operating budget. Mr. Barron explained that this budget established a cap on February that allows the appropriation to the Board of Education. He said the City owns all of

the City school buildings, but the Board of Education has exclusive use of those buildings. The City pays the debt service on the Board of Education capital expenditures.

Mr. Serasis said their backs are against the wall with the word "if". Mr. Barron said he did not know if the Governor's budget is going to pass; however, he added that most communities are appropriating the payment.

Mayor Rilling suggested adding a letter from the Common Council president to the Board of Estimate and Taxation stating that any increase to the cap be allocated to the teachers' retirement system, should it be required. Mr. Coppola said the Board of Estimate and Taxation has the authority to allocate funding, not the Common Council.

Mr. Kimmel said the Common Council does not have line item authority in the operating budget. He noted that the Finance Directors in many towns in Connecticut are dealing with this.

Ms. Bowman said she is against taxing the hospital. Mr. Barron said if the Governor removes the tax exempt status, the request for a tax abatement would have to come before the Common Council for approval. Mr. Coppola added that there has to be an underlying ordinance to make that happen.

Mayor Rilling said that the increase in the cap is to cover the contribution that may be necessary by the Governor's mandate to fund the teachers' retirement fund. Mr. Serasis noted that this is an unknown budget and asked if this request was binding or ceremonial. Mayor Rilling said it is not binding. The City does not expect to make a payment against the appropriation until the Governor's budget is approved.

** **MS. O' TOOLE GIANDURCO MOVED THE FOLLOWING AMENDMENT**

THE INCREASE OF $1.8 M IS A LINE ITEM, PREPARING THE CITY IN THE EVENT IT IS REQUIRED BY THE STATE TO PAY INTO THE TEACHERS' RETIREMENT FUND

** **MOTION FAILED WITH SEVEN (7) VOTES IN FAVOR (MR. BONENFANT; MR. HEMPSTEAD; MR. SERASIS; MS. BOWMAN; MR. SIMMS; MS. MAGGIO; MS. O'TOOLE GIANDURCO) AND EIGHT (8) IN OPPOSITION (MR. CORSELLO; MR. KIMMEL; MR. SACCHINELLI; MS. MELENDEZ; MR. KYDES; MR. DEPALMA; MR. IGNERI; MR. LIVINGSTON)**

Mr. Barron explained that the City's budget is being adopted in two weeks and once the mill rate is set, the bills will go out at that mill rate. If the payment to the teachers' retirement fund is required, they will have to decide where the money will come from. Ms. Bowman noted that at some point, this is going to fall on the residents. Mr. Barron said there is every indication that this will be approved together, or not at all.

** **MAIN MOTION FAILED WITH SEVEN (7) VOTES IN FAVOR (MR. KIMMEL; MR. SACCHINELLI; MS. MELENDEZ; MR. KYDES; MR. DEPALMA; MR. IGNERI; MR. LIVINGSTON) SEVEN (7) IN OPPOSITION (MR. BONENFANT; MR. CORSELLO; MR. HEMPSTEAD; MS. BOWMAN; MR. SIMMS; MS. MAGGIO; MS. O'TOOLE GIANDURCO) AND ONE (1) ABSTENTION (MR. SERASIS)**

C. PUBLIC WORKS COMMITTEE

** **MR. IGNERI MOVED THE FOLLOWING ITEMS**

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH THE GRASSO COMPANIES, LLC FOR PROJECT PM 2017-1 PAVEMENT MANAGEMENT PROGRAM, FOR A SUM NOT TO EXCEED $3,410,044.00; PROVIDED THAT, TO THE EXTENT LEGALLY PERMISSIBLE, THE CONTRACT SHALL INCLUDE A PROVISION THAT ALLOWS THE CITY TO (1) OFFSET ANY VIOLATIONS OF ZONING ORDINANCES OR OTHER FINES, PENALTIES, OR TAXES AND (2) TERMINATE THE CONTRACT IN THE EVENT THAT THE GRASSO COMPANIES, LLC IS IN MATERIAL OR REPEATED VIOLATION OF ANY CITY ORDINANCE, INCLUDING ZONING LAWS AT THE PROPERTY. THIS WILL BE BINDING ON THE SUCCESSORS AND ASSIGNS OF THE GRASSO COMPANIES, LLC.

ACCOUNT NO: 09 17 4021 5777 C0021
09 17 4021 5777 C0302
09 17 4021 5777 C0318
09 17 4021 5777 C0439
03 0000 2602

2B. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS, BRUCE CHIMENTO, TO EXECUTE ORDERS ON CONTRACT WITH THE GRASSO COMPANIES, LLC FOR PROJECT PM 2017-1 PAVEMENT MANAGEMENT PROGRAM, FOR A SUM NOT TO EXCEED $341,004.40.
ACCOUNT NO: 09 17 4021 5777 C0021
09 17 4021 5777 C0302
09 17 4021 5777 C0318
09 17 4021 5777 C0439
03 0000 2602

Mr. Livingston said he went to Village Creek and saw what a difficult neighbor Grasso is. He noted that the Law Department said Mr. Grasso is in full compliance and he said the son should not pay for the sins of the father. This contract will save the City $128,000, but the neighbors have legitimate concerns. He said he wants to believe that Mr. Grasso wants to be a good neighbor.

Mr. Simms said they are a duty to the taxpayers and does not think Mr. Grasso is a good neighbor. He said the company went from the father to the mother and now the son. It is the same equipment, address and employees. He said he does not have a personal gripe, but there are other local bidders that do pay their taxes.

** **MR. LIVINGSTON MOVED THE FOLLOWING AMENDMENT:**

THE CITY WILL OFFSET ANY VIOLATIONS DURING THE COURSE OF THE CONTRACT BY ISSUING A PENALTY; THE CITY HAS THE OPTION TO TERMINATE THE CONTRACT IF THEY ARE IN VIOLATION OF ANY CITY ORDINANCES AND THAT THIS BE BINDING ON ANY SUCCESSOR ON THE PROPERTY

Mr. Coppola said that he reviewed the fact regarding the current bidder and determined there are no violations or delinquent taxes. He said there is a history of violations on this property, but not by the current bidder.

Mr. Simms said that Mr. Grasso is in compliance because it is a new company. He asked why this was being entertained. Ms. O' Toole Giandurco asked who the landlord of the property is. Attorney Lione said that Crystal LLC is the property owner. He said he does not know who the members of the LLC are. Mr. Simms said Mr. Grasso's father is the owner.

Ms. Bowman said she will not vote in favor of this because they have a tendency to not be good neighbors. Mr. Serasis said he will not vote on this item unless Mr. Livingston's amendment passes. Mr. Corsello said that less than two weeks ago, they were given the opinion that there were no violations or delinquent taxes. This bidder is competent and will save the City $128,000. Mr. Livingston's amendment addresses the neighbors' concerns and would be a financial incentive for compliance.

** **MOTION AS AMENDED PASSED WITH TEN (10) VOTES IN FAVOR (MR. CORSELLO; MR. KIMMEL; MR. SACCHINELLI; MS. MELENDEZ; MR. SERASIS; MR. KYDES; MS. MAGGIO; MR. DEPALMA; MR. IGNERI; MR. LIVINGSTON) AND FOUR (4) VOTES IN OPPOSITION (MR. BONENFANT; MR. HEMPSTEAD; MR. SIMMS; MS. O' TOOLE GIANDURCO) AND ONE (1) ABSTENTION (MS. BOWMAN)**

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

** **MR. LIVINGSTON MOVED TO APPROVE THE FOLLOWING ITEMS**

5A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH A.V. TUCHY, INC. FOR THE WEST ROCKS MIDDLE SCHOOL WINDOWS AND DOORS REPLACEMENT PROJECT (PHASE 1-SUMMER 2017) FOR A TOTAL NOT TO EXCEED $1,470,253. FUNDS ARE AVAILABLE IN ACCT. #09175010 5777 C0566, SPECIAL APPROPRIATION FOR STATE REIMBURSEMENT SHARE (ACCT #TBD) AND ACCT. #09175010 5777 C0585

5B. AUTHORIZE THE NFCC TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED $73,513.

Due to a potential conflict of interest, Mr. Hempstead recused himself and left the Common Council Chambers.

Mr. Livingston explained that the windows are in very poor condition and replacement is a high priority.

** **MOTION PASSED UNANIMOUSLY**

Mr. Hempstead returned to the Common Council Chambers.

D. PLANNING COMMITTEE

** **MR. KYDES MOVED TO APPROVE THE FOLLOWING ITEM:**

1. **APPROVE THE FY2017-2018 CAPITAL BUDGET OF THE CITY OF NORWALK WITH MODIFICATIONS AS OUTLINED ON THE ATTACHED MEMO.**

Mr. Kydes explained that this is a well constructed budget; schools are in need of repairs and he feels this budget covers that.

Ms. Bowman said she did not receive any e-mails begging for schools. The community is unsure of what is happening and added that this was not an inclusive process. She asked where the order came from to look at open space in South Norwalk.

Mr. Barbis said there were discussions with the City and to look at City owned properties. The consultants were also told to look at the Armory and a church property.
South Norwalk has the biggest growing population of students. Ms. Bowman said that the City should give the Board of Education money to find a better space than the Nathaniel Ely site where they can reach a racial balance.

Mr. Kimmel said the capital budget is excellent; there has been a lot of collaboration and it goes beyond education. Regarding the Board of Education portion, the coverage has been quite extensive. He said he was impressed that the Board of Education looked at the school system as a whole. They are treading water and beginning to deal with long standing problems. Mr. Kimmel said it is time to stop treading water and move forward. The Board of Education came up with a comprehensive plan. It was done with a variety of experts; he recommended not looking at one school in isolation.

Mr. Livingston spoke in favor of the proposed budget. He said he was very impressed by the thorough analysis done.

Mr. Simms said the Nathaniel Ely field has a restrictive covenant; it is fiscally irresponsible to build a school if there is no permission to do so.

** **MR. SIMMS MOVED TO ELIMINATE THE MONEY ALLOCATED TO THE NATHANIEL ELY SCHOOL AND REALLOCATE THAT MONEY TO PURCHASE PROPERTY IN SOUTH NORWALK TO BUILD A SCHOOL**

Mr. Lo explained that remediation was done to the wetland to control any water. Mr. Kydes asked where he was on the project. Mr. Lo said that he is in the beginning stage. He said he can't do anything without approval from the Common Council. Mr. Simms said there is talk about taking a community park from the residents. He said they need to scale back.

Mr. Simms said they are going into an urban district and taking away the park for the kids in Roodner Court and the Ely Avenue area and making the area look like a prison. He said that is the last thing he wants to do to those citizens. He asked why it was ok to take open space and build a school. He added that the architect did not recommend building on the Nathaniel Ely site.

Mr. Barbis described the plans for the ball field and tennis courts and said the recreational space will increase by about an acre; the playground space will triple and sports courts will increase. The open space behind the tennis courts is impassible several months of the year. The representative from Silver Petricelli said he did not say that he did not recommend building on the Nathaniel Ely site.

Mr. Barbis said that early last summer, they looked at sites in South Norwalk with the thought of using eminent domain, but none of the sites were viable.

Mr. Serasis said the Parks and Recreation department got a sizable amount of funding to improve the tennis courts. In committee they discussed having to blow ledge to relocate the existing tennis courts. He said that according to commercial real estate, there is plenty of land. He proposed that if the funding is increased, that those funds be used to go into a long term lease agreement for a school. Mr. Simms said he was open to Mr. Serasis' proposal.

Dr. Adamowski said the properties have to meet specific state standards. It is not a question about occupying a building. He noted that most schools in Connecticut have ledge. It is a nature of Connecticut's topography. When they design the gym, it will have indoor tennis courts, so each student will receive tennis lessons.

Mayor Rilling noted that it was 11:45 p.m. and that a vote needs to be taken to authorize the meeting to go past midnight.

** **MR. SERASIS MOVED TO AUTHORIZE THE MEETING TO GO BEYOND MIDNIGHT**
** **MOTION PASSED UNANIMOUSLY**

Mr. Serasis said this was troubling because this will not be a neighborhood school and there will no longer be any open space.

Dr. Adamowski said the existing school is not a neighborhood school. The issue is that children living within a quarter mile will be given first preference. The rest of the enrollment will be filled by a district wide lottery. Mr. Serasis asked about extending the neighborhood toward the Rowayton side.

Dr. Adamowski explained that all of the schools are at 110% capacity. Students cannot be redistricted, because there is no place for them to go. They are busing students from where there are no schools, to where there are schools.

Mr. Serasis asked where the field will go. Mr. Barbis said that site would be cleaned. The nearby property owners want to sell and this will create an emergency access.

Mr. Simms said the Board of Education has not received approval to build a school on that site and asked why they were discussing approving funding to build on that site. He said that people were not part of the discussion and the residents who live in the district who did come out, were in opposition to building a school.

Mr. Simms asked why they were taking the park away from the neighborhood residents. He said the park needs to stay where it is. Dr. Adamowski said it is very common to swap space when building schools. He said there was an extensive process of community engagement. He said that 750 people responded that they wanted a school on the Nathaniel Ely site. A small group of people who did not want the school are not parents. Dr. Adamowski said there are no other 15 acre sites in South Norwalk to accommodate the school requirements. Last time a school was built was 40 years ago and the last renovation was 17 years ago.

Dr. Adamowski said there were a lot of discussion about this and it has been a highly collaborative process.

Ms. Bowman said this needs Federal/State approval, plus National Parks approval.

** **MS. BOWMAN MOVED THE FOLLOWING AMENDMENT TO MR. SIMMS' AMENDMENT:**

THAT THE FUNDING NOT BE USED UNTIL A COMMITTEE MADE UP OF SOUTH NORWALK RESIDENTS IS CREATED TO LOOK AT SPACE FOR A NEW SCHOOL

Ms. Bowman said there is no rush, because the Board of Education cannot touch the property.

Mr. Simms said the baseball diamond was filled with grass and told Parks and Recreation that the park was neglected. He said the field is not the responsibility of the neighborhood; it is the job of Parks and Recreation. It is a huge issue that they do not do their job to maintain the park. He said that they need to be sure money is in the Parks and Recreation budget to clean up the parks.

Mr. Simms said they are using that as a scape goat to acquire that land. He said the kids from the neighborhood play in that park and it would be catastrophic to take away that park.

** **THE TWO AMENDMENTS FAILED TWELVE (12) IN OPPOSITION (MR. BONENFANT; MR. CORSELLO; MR. HEMPSTEAD; MR. KIMMEL; MR. SACCHINELLI; MS. MELENDEZ; MR. KYDES; MS. MAGGIO; MR. DEPALMA; MS. O'TOOLE GIANDURCO; MR. IGNERI; MR. LIVINGSTON AND TWO (2) IN FAVOR (MS. BOWMAN AND MR. SIMMS) AND ONE (1) ABSTENTION (MR. SERASIS)**

Mr. Hempstead thanked all the parties involved and said he was happy they were taking care of the issues at the schools; however, he said he recalled putting $70 - $80,000 in Brien McMahon and Norwalk High schools more recently than 17 years ago. He said he hoped the design takes into consideration making the school buildings more flexible, so they City can have a use for the schools if enrollment declines the way it did a number of years ago.

Mr. Bonenfant told Ms. Bowman and Mr. Simms that he was sympathetic with some of the points of about losing park land.

Ms. Bowman said that this was going to cost more than $41 million. She said she wants to have a neighborhood school, without making it a magnet school. She said this is their community and no one e-mailed her, which makes her think no one knows about this. She asked that everyone be brought to the table.

** **MOTION PASSED WITH THIRTEEN (13) IN FAVOR MR. BONENFANT; MR. CORSELLO; MR. HEMPSTEAD; MR. KIMMEL; MR. SACCHINELLI; MS. MELENDEZ; MR. SERASIS; MR. KYDES; MS. MAGGIO; MR. DEPALMA; MS. O'TOOLE GIANDURCO; MR. IGNERI; MR. LIVINGSTON AND TWO (2) IN OPPOSITION (MS. BOWMAN AND MR. SIMMS)**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

The Common Council members went into Executive Session at 12:23 a.m. and the public was excused and left the Common Council chambers.

A. CORPORATION COUNSEL *EXECUTIVE SESSION*

The Common Council members came out of Executive Session at 12:51 a.m. No motions or votes were taken during the Executive Session.

** **MR. IGNERI MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SETTLE THE CASE PENDING IN THE CONNECTICUT SUPERIOR COURT, J. D. OF FAIRFIELD AT BRIDGEPORT, KNOWN AS CITY OF NORWALK V. RONALD I. CHORCHES, BANKRUPTCY TRUSTEE FOR NEON, DOCKET NO. FBT-CV-15-6049500-S.**
** **MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

** **MR. KYDES MOVED TO ADJOURN**
** **MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 12:53 a.m.

ATTEST: _____
Donna King, City Clerk

ADAM J. BLANK

49 Bartlett Ave. • Norwalk, CT 06850 • ablank@wrkk.com

LEGAL EXPERIENCE

WOFSEY, ROSEN, KWESKIN & KURIANSKY, LLP, Stamford, CT
Associate, May 2007-December 2013
Partner, January 2014 - present
Regularly represent clients in commercial litigation matters involving breach of contract, fraudulent transfer, tax appeals, land use and construction disputes in state and federal courts. Represent plaintiffs in personal injury litigation. Handle all aspects of litigation from initial client meeting, to drafting and arguing substantive motions, to witness preparation, to settlement negotiations, to mediation, arbitration and trial. Examine, and cross examine, lay and expert witnesses in bench trials, jury trials, evidentiary hearings and arbitrations.

COHEN AND WOLF, PC, Danbury, CT
Associate, September 2004-May 2007
Regularly represented clients, including municipalities, in litigation matters in state, federal and bankruptcy courts. Also represented claimants and respondents in NASD and NYSE securities arbitrations. Involved in all facets of litigation including taking and defending lay and expert depositions and conducting examinations and cross-examinations of lay and expert witnesses at evidentiary hearings and bench trials.

BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP, Hartford, CT
Law Clerk, Summer 2003

KOSKOFF, KOSKOFF & BIEDER, PC, Bridgeport, CT
Legal Intern, Summer 2002

SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP, New York, NY
Legal Assistant, Mass Torts Department, 1999-2001

COMMUNITY SERVICE

Served on City of Norwalk's Zoning Commission and Aquifer Protection Agency; Elected to Monroe Board of Finance; Served as Vice-Chairman, Monroe Democratic Town Committee; Mentored in Champions Mentoring Program, Bridgeport, Connecticut and Family and Children's Agency Mentoring Program, Norwalk, Connecticut.

EDUCATION

UNIVERSITY OF CONNECTICUT SCHOOL OF LAW, Hartford, CT
J.D., with Honors, May 2004

G.P.A.:	3.67, Ranked First Quintile (11/148)
Journal:	*Connecticut Law Review*, Associate Editor
Activities:	Moot Court Board, Executive Director
Awards:	CALI Award for Excellence in Securities Regulation & Judicial Independence

SYRACUSE UNIVERSITY, Syracuse, NY
B.A., *cum laude*, in Political Science and Magazine Journalism, May 1999
(Graduated in three years)
G.P.A.: 3.49
Honors: Dean's List; National Dean's List; Golden Key National Honor Society; Dean's Scholar; Susan Voelker Penny Scholar; ATO Scholar

BAR ADMISSIONS

Admitted to practice in the states of Connecticut and New York, the U.S. District Court, District of Connecticut and the U.S. Court of Appeals, Second Circuit.

AWARDS AND RECOGNITIONS

Selected by New England Super Lawyers Magazine and Connecticut Magazine for inclusion in Super Lawyers-Rising Stars Editions from 2012 through the present in the areas of Personal Injury and Business Litigation (a distinction awarded to no more than 2.5% of lawyers in the state.) Selected as a 2013 "New Leaders in the Law" by the Connecticut Law Tribune. Earned an AV Peer Review Rating from Martindale-Hubbell and a 10.0 rating from AVVO. Member of the Multi-Million Dollar Advocates Forum and the Million Dollar Advocates Forum.

PUBLICATIONS

"Five Strategies for Rule 30(b)(6) Depositions" published in the August 2007 issue of TRIAL Magazine; "Unit Owners' Right to Wave the Flag" published in 2007 in Volume II, Issue 3 of Common Interest Association; and "Dynamic Demand Letters" published in the December 2009 issue of TRIAL Magazine.

VI. B

SECTION A

RESOLVED **SPECIAL APPROPRIATIONS – APRIL 3, 2017**
BOARD OF ESTIMATE AND TAXATION

ADVERTISED ITEM:

FISCAL YEAR 2016-17:

Approved

1. RESOLVED, that a sum not to exceed $40,000 be and the same is hereby transferred from Contingency to the Corporation Counsel Department to cover the costs of ongoing expenses pertaining to tax appeals and the Walk Bridge project. (Account #01-03-00-5258).

CITY OF NORWALK, DEPARTMENT OF FINANCE
Lunda Asmani, CPFO
Director of Management & Budgets
lasmani@norwalkct.org

Norwalk, CT 06856
P (203) 854-7708
F (203) 854-7848

Date: April 3, 2017

To: Members of the Board of Estimates & Taxation

From: Lunda Asmani, Director of Management and Budgets

Re: Special Appropriation

FISCAL YEAR 2016-17:

Item 1:

$40,000 from Contingency to the Corporation Counsel to cover the costs of ongoing expenses pertaining to tax appeals and the Walk Bridge project.

The Corporate Counsel is requesting a $40,000 special appropriation into their Other Professional Services account 010300-5258, to meet ongoing expenses related to tax appeals and for expenses related to the Walk Bridget project through the end of the year. With regard to tax appeals, $25,000 to $30,000 will cover anticipated costs for hourly charges for testimony of expert appraisers and court service reporters. There are currently four commercial tax appeals cases scheduled for trial this fiscal year. With regard to the Walk Bridget project, $15,000-$20,000 is anticipated for the assistance of outside counsel for issues specifically dealing with the state and federal processes being conducted by the CT Department of Transportation and Federal Transit Authority.

The original approved budget for this account was $100,000. In November 2016, $30,172 was transferred into this account from fund balance to meet ongoing expenses. However, in December 2016, $10,000 was transferred out of this account for workspace modifications expenses in the Corporation Counsel Office. Of the revised $120,172 budget, year-to-date $116,419 has been spent from this account leaving an available balance of $3,753.

Additional information regarding this transfer request is included in the attached memo from the Corporate Counsel.

Finance recommends approval.

CITY OF NORWALK

CITY HALL
125 EAST AVENUE, P.O. BOX 5125
NORWALK, CONNECTICUT 06856-5125

LAW DEPARTMENT

TEL: (203) 854-7750
FAX: (203) 854-7901

To: Members of the Board of Estimate and Taxation

From: Mario Coppola, Corporation Counsel

Re: Budget Transfer

Date: March 9, 2017

The City of Norwalk Law Department hereby respectfully requests a $40,000 transfer from the Contingency account into Other Professional Services account to meet ongoing outside Law Department expenses, most notably related to tax appeals and the Walk Bridge project.

With regard to tax appeal cases, we expect to incur significant costs during the next four months for: appraisals, hourly charges for testimony and other appearances of our expert appraisers, and court reporter services. We also have four commercial tax appeal cases which are scheduled to go to trial before the end of this fiscal year. We also have numerous pretrial conferences scheduled at the New Britain Tax Court between this date and June 30, 2017 in which our expert appraisers are ordered by the Court to attend thereby requiring us to incur the hourly rates of the expert appraisers. We anticipate these costs to be in the range of $25,000 to $30,000.

With regard to the Walk Bridge project, prior to June 30, 2017 we may need the assistance of outside counsel for issues specifically dealing with the state and federal processes that are currently being conducted by the CT Department of Transportation and Federal Transit Authority for the planning and development of the proposed replacement of the Walk Bridge and other related transportation projects. We anticipate that the total costs will be $15,000 to $20,000.

The current available budget is $4,835, and I am hopeful that the $40,000 transfer should be enough. However, there remains a possibility that additional transfers may be necessary before the fiscal year is over depending on what happens in some of the pending court cases and the Walk Bridge project.

Please let me know if you have any questions or if I could provide any additional information regarding this request. Thank you for your time and consideration.

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

VII. A

PLEASE PRINT

PERSONAL/FAMILY ASSOCIATION/CLUB COMPANY/BUSINESS NAME OF CORPORATE

ORGANIZATION NAME: Norwalk LA Crosse Asso. Inc

OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: James Lyons TITLE: Director

James Lyons C/O Norwalk LA crosse Assoc. Inc
YOUR NAME: TITLE: Director

ADDRESS: 6 Rowan St E-MAIL ADDRESS: JL@Lh-int.com

CITY: Norwalk STATE: CT ZIP CODE: 06855

HOME PHONE: 203 866 5485 BUSINESS PHONE: 203 286 7506 CELL PHONE: 203 856 5416

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Vets Park NUMBER OF PARTICIPANTS: 4500 players 4000 Parents 2500

EVENT: Pound Sand Jamboree DATE REQUESTED: June 10, June 11

SET UP TIME: June 9 3:00 STARTING TIME: 8:00 AM ENDTIME: 6:30 RAIN DATE:
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ____ NO ✓
ARE YOU SERVING FOOD: YES ✓ NO ____ via Approved vendor R+P

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES (NO)
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES (NO)
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? (YES) NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES ____ **NO** ✓ IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ____ NO ____
If yes, name of person(s)____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: _____ **DATE:** 3/21/17

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES ____ NO ____ N/A ____ **DATE:** ____
COMMON COUNCIL APPROVAL: YES ____ NO ____ N/A ____ **DATE:** ____
DIRECTOR'S SIGNATURE: _____ **DATE:** ____
(Signature required)

Date to Committee: 4/12/17
Approved: ____
Date to CC ____

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: Norwalk Seaport Assn. PERSONAL/FAMILY ~~ASSOCIATION/CLUB~~ COMPANY/BUSINESS NAME OF CORPORATE 501(c)3

OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Mike Reilly TITLE: Pres.

YOUR NAME: Mike Reilly TITLE: Pres.

ADDRESS: 132 Water St E-MAIL ADDRESS: mike.reilly@seaport.org

CITY: Norwalk STATE: CT ZIP CODE: 06854

HOME PHONE: --- BUSINESS PHONE: 2038389444 CELL PHONE: 203.258.7983

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Veterans Park NUMBER OF PARTICIPANTS: 30,000+

EVENT: Oyster Festival DATE REQUESTED: Sept 8, 9, 10 - 2017

SET UP TIME: Aug 25 STARTING TIME: Vacate Fri 9/30/17 ENDTIME: _____ RAIN DATE: N/A

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ✓ NO _____

ARE YOU SERVING FOOD: YES ✓ NO _____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? (YES) NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? (YES) NO
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? (YES) NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ **NO** X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X
If yes, name of person(s)_____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: MReilly DATE: 3/15/2017

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES_____ NO_____ N/A _____ DATE:_____
COMMON COUNCIL APPROVAL: YES_____ NO_____ N/A _____ DATE:_____
DIRECTOR'S SIGNATURE: _____ _____ DATE:_____
(Signature required)

Date to Committee: 4/12/17
Approved: _____
Date to CC _____

RECREATION AND PARKS SHOWMOBILE RENTAL APPLICATION FORM

APPLICATION

NAME OF ORGANIZATION: Norwalk Seaport Assoc.

REPRESENTATIVE NAME: Mike Reilly

ADDRESS: 132 Water St. EMAIL: mike.reilly@seaport.com

CITY: Norwalk, CT 06854

BUSINESS PHONE: 203 838 9444 REPRESENTATIVE PHONE:

RENTAL DATES: Sept 8, 9, 10 TIME: 6p-11p ; 11A-11P; 11A-8p

LOCATION OF RENTAL: Veterans Park

PURPOSE OF RENTAL: Oyster festival

INSURANCE COVERAGE: Yes: as required coverage

FEE: DEPOSIT: BOND:

APPLICANT SIGNATURE: MReilly DATE: 3/15/2017

APPROVED BY: DATE:

COMMITTEE APPROVAL: DATE:

POLICY

A. USE OF SHOWMOBILE

1. The Director of Recreation and Parks will allocate the use of the Showmobile to Norwalk based non-profit organizations subject to availability. The Recreation and Parks Committee and the Norwalk Common Council will decide which non-Norwalk organizations and for profit organizations are allowed to rent the Showmobile
2. Organizations using the Showmobile will not be allowed to mask any logo or any other portion on or in the Showmobile, nor can tap of any kind be used on any of its surfaces
3. Only authorized Personnel of the Recreation and Parks Department will be allowed to move and operate the Showmobile. Personnel must be hired to deliver, set up, close up and return it to the Norwalk Parks Department

B. RENTAL FEES: DEPOSITS AND BONDS

1. The Director shall establish all rental fees based on all Department costs of providing the Showmobile to the renting organization. The minimum fee for the use of the Showmobile is $400.00 for Norwalk based non-profit organizations and $600.00 for all other organizations. The Norwalk Exchange Club is exempt from the rental fee
2. A deposit of $100.00 must accompany all applications. The deposit will only be refunded if the application is denied. In all cases where applications are approved the deposit will be used toward the final rental fee. All rental fees and operating costs exceeding the deposit must be paid in full 45 days prior to the organizations rental date
3. The Director may require a bond of up to $1,000.00 on any rental, as well as specified insurance coverage
4. All organizations must name the City of Norwalk as additionally insured on a standard $1,000,000.00 liability policy
5. All organizations must pay the operating costs for transportation, set up and removal of the Showmobile (NO EXCEPTIONS)

2017
OFFICERS

Mike Reilly
President

Richard McQuaid
Vice President

Norma Zukin
Secretary

Treasurer
Jim Erotopulus

TRUSTEES

Ed Artis
Penny Bloom
Linda Cappello
Steve DeMarco, Sr.
Chris Griffin
Keith Griffin
Douglas Hempstead
Mike Joshi
Patty Kolkmeyer
John Lindgren
Theresa Marsan
Urban Mulvehill
Zackery Palumbo
Art Petrone
Gerald Rabin
Aline Rochefort
Jeremy Rubino
Steve Sabol
Pauline Schlegel
Vincent Scicchitano
Julianne Summerton
Michael Veno
Rick Welch

Gerald B. Toni
Business Manager

Tammi Small
Office Manager

March 6, 2017

MAR 8 / 2017

Mr. Michael Mocciac, Director
Recreation and Parks Department
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Dear Mike:

On behalf of the Norwalk Seaport Association, Inc., this letter is to request permission to use Veteran's Park in East Norwalk for the 2017 Oyster Festival. Specifically, we request access to the Park for setup beginning Friday, August 25, 2017. As in the past, we will vacate the Park as quickly as possible as and not later than Saturday, September 30, 2017.

The dates and times of the Festival are:

Friday, September 8, 2017	6:00 PM – 11:00 PM
Saturday, September 9, 2017	11:00 AM – 11:00 PM
Sunday, September 10, 2017	11:00 AM – 8:00 PM

Proposed admission prices (subject to change):

General Admission	$12.00
Seniors (65+)	$10.00
Children (5-12)	$ 5.00
Children (under 5)	Free
Advance Tickets – Adults	$10.00

Norwalk Seaport Association • 132 Water Street • Norwalk, CT 06854
(203) 838-9444 phone • www.seaport.org • (203) 855-1017 fax

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: National Marine Manufacturers Association
NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT: Ben Wold TITLE: Executive Vice President

YOUR NAME: Josh Rosales TITLE: Operations Manager

ADDRESS: 237 West 35th Street, E-MAIL ADDRESS: jrosales@nmma.org

CITY: New York STATE: NY ZIP CODE: 10001

HOME PHONE: BUSINESS PHONE: 646-370-3679 CELL PHONE: 631-944-0459

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: (4) Calf Pasture Beach Park, (3) Shady Beach, (2) Marvin School Sites, (1) Taylor Farm,

NUMBER OF PARTICIPANTS: 15,000+ EVENT: 2017 Norwalk Boat Show

DATE REQUESTED: Sept. 21-24, 2017 SET UP TIME: STARTING TIME: 10am Daily
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

END TIME: 7pm Daily RAIN DATE: N/a
ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES NO X (exchange club)
ARE YOU SERVING FOOD: YES X NO

ARE YOU REQUESTING A TENT? YES -*ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?	NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?	NO
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?	NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED
DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES NO X
If yes, name of person(S) Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Josh Rosales DATE: 3/9/17

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES NO N/A DATE:
COMMON COUNCIL APPROVAL: YES NO N/A DATE:
DIRECTOR'S SIGNATURE: DATE:
(Signature required)

Date to Committee: 4/12/17
Entered into Calendar:
Deposit Received:
Insurance Received:
Entered into RecTrac:

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: Room To Grow (PERSONAL/FAMILY ASSOCIATION/CLUB COMPANY/BUSINESS NAME OF CORPORATE)

OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Nancy Owens TITLE: Program Director

YOUR NAME: Cristina Hamel TITLE: Advisory Board Member

ADDRESS: 208 East Avenue E-MAIL ADDRESS: cristinadhamel@gmail.com

CITY: Norwalk STATE: CT ZIP CODE: 06855

HOME PHONE: 203-845-7926 BUSINESS PHONE: _____ CELL PHONE: 203-505-4708

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Oystershell Park NUMBER OF PARTICIPANTS: 100 +

EVENT: Obstacle Course/Fun Run DATE REQUESTED: October 1st 2017

SET UP TIME: 8:00am STARTING TIME: 9:00am ENDTIME: 2:00pm RAIN DATE: _____
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO X

ARE YOU SERVING FOOD: YES X NO _____ - Food Trucks

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO: ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? (YES) NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? (YES) NO
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? (YES) NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X
If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: _____ DATE: 3/22/17

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

Date to Committee: 4/12/17
Approved: _____
Date to CC: _____

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY ASSOCIATION/CLUB COMPANY/BUSINESS NAME OF CORPORATE

ORGANIZATION NAME: Lupus Foundation of America

OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Sue Gloor TITLE: Northeast Region Director

YOUR NAME: Sue Gloor TITLE: NE Region Director

ADDRESS: 315 West 36th Street E-MAIL ADDRESS: sloor@lupus.org

CITY: New York STATE: NY ZIP CODE: 10018

HOME PHONE: 917-608-5393 BUSINESS PHONE: 917-608-5393 CELL PHONE: 917-608-5393

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Calf Pasture Beach Park NUMBER OF PARTICIPANTS: 500

EVENT: Walk to End Lupus Now Connecticut DATE REQUESTED: Sunday October 15, 2017

SET UP TIME: 11:00am STARTING TIME: 3:00pm ENDTIME: 7:00pm RAIN DATE: _____

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO ✓

ARE YOU SERVING FOOD: YES ✓ NO _____ only Pre-packaged items

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? (YES) NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES (NO)
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES (NO)

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ **NO** X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X
If yes, name of person(s)_____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: [signature] **DATE:** 3/22/2017

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ **DATE:** _____
COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ **DATE:** _____
DIRECTOR'S SIGNATURE: _____ **DATE:** _____
(Signature required)

Date to Committee: 4/12/17
Approved: _____
Date to CC _____

RECREATION AND PARKS SHOWMOBILE RENTAL APPLICATION FORM

APPLICATION

NAME OF ORGANIZATION: Lupus Foundation of America

REPRESENTATIVE NAME: Susan J. Gloor

ADDRESS: 315 West 36th Street EMAIL sloor@lupus.org

CITY: New York, NY

BUSINESS PHONE: 917-608-5393 REPRESENTATIVE PHONE: 917-608-5393

RENTAL DATES: 10/15/2017 TIME: 1:00pm (setup) 7:00pm

LOCATION OF RENTAL: Calf Pasture Beach Park

PURPOSE OF RENTAL: Fundraising walk- Lupus Foundation of America

INSURANCE COVERAGE: yes

FEE: DEPOSIT: BOND:

APPLICANT SIGNATURE: [signature] DATE: 3/22/2017

APPROVED BY: DATE:

COMMITTEE APPROVAL: DATE:

POLICY

A. USE OF SHOWMOBILE

1. The Director of Recreation and Parks will allocate the use of the Showmobile to Norwalk based non-profit organizations subject to availability. The Recreation and Parks Committee and the Norwalk Common Council will decide which non-Norwalk organizations and for profit organizations are allowed to rent the Showmobile
2. Organizations using the Showmobile will not be allowed to mask any logo or any other portion on or in the Showmobile, nor can tap of any kind be used on any of its surfaces
3. Only authorized Personnel of the Recreation and Parks Department will be allowed to move and operate the Showmobile. Personnel must be hired to deliver, set up, close up and return it to the Norwalk Parks Department

B. RENTAL FEES: DEPOSITS AND BONDS

1. The Director shall establish all rental fees based on all Department costs of providing the Showmobile to the renting organization. The minimum fee for the use of the Showmobile is $400.00 for Norwalk based non-profit organizations and $600.00 for all other organizations. The Norwalk Exchange Club is exempt from the rental fee
2. A deposit of $100.00 must accompany all applications. The deposit will only be refunded if the application is denied. In all cases where applications are approved the deposit will be used toward the final rental fee. All rental fees and operating costs exceeding the deposit must be paid in full 45 days prior to the organizations rental date
3. The Director may require a bond of up to $1,000.00 on any rental, as well as specified insurance coverage
4. All organizations must name the City of Norwalk as additionally insured on a standard $1,000,000.00 liability policy
5. All organizations must pay the operating costs for transportation, set up and removal of the Showmobile (NO EXCEPTIONS)

April 11, 2017

NORWALK PURCHASING DEPARTMENT

RESPONSE SUMMARY – PROJECT # 3740

TENNIS & BASKETBALL COURT – CRACK REPAIR, COLOR COATING & STRIPING

Thank you for your response to our Request for Bids. The following is a summary of the bid responses received.

	FIRM	TOTAL Bid Cost
1.	Sport – Tech Construction Corp.	$229,600.00
2.	Atlantic Tennis Courts, LLC	$96,100.00
3.	East Coast Wall Systems LLC	$295,680.18
4.	TJL Industries, LLC (dba Dalton Track & Tennis)	$93,996.00

SECTION 1 – FORMS OF PROPOSAL

1.1 RESPONSE FORM – BID #3740 Tennis & Basketball Court – Crack Repair, Color Coating & Striping

Vendor Name - TJL Industries, LLC (dba DMTON Track & Tennis)		
Address - P.O. Box 837, 108 Bircus Road, Cheshire, CT 06410		
Phone - 203.250.2187	**Fax** - 203.250.2188	**Email** - tod@trackandtennis.com
Manager - Tod J. Lorenzen		**Fed ID#** 35-2215125

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

NOTE: **See PROJECT LOCATIONS, Page 56, for a description of work to be performed at each site.**

	Project Site	Site Cost
1.	Woodward Avenue	$ 10,071.00
2.	Mathews Park	$ 10,071.00
3.	Ludlow Park	$ 10,071.00
4.	Rowayton School	$ 6,714.00
5.	Brien McMahon High School	$ 20,142.00
6.	Meadow Gardens	$ 3,357.00
7.	Norwalk High School	$ 20,142.00
8	Roosevelt Center (not for public bid)	$ 6,714.00
9.	Veteran's Park	$ 6,714.00
	TOTAL Bid Cost (sites 1-9)	$ 93,996.00
TOTAL Bid Cost(sites 1-9) In writing:	Ninety Three Thousand, Nine Hundred Ninety Six and —00/100	

PROJECT:	**3740 Tennis & Basketball Court - Crack Repair, Color Coating & Striping**
VENDOR NAME:	TJL Industries, LLC (dba Dalton Track & Tennis)

Bid Security in the form of a (check one) is attached.	✓	Bond		Certified Check
Cost for performance bond included in lump sum	$ 1,500.00		per thousand dollars	
Insurance Agency Name -	Western Surety		Tel.-	860.241.4437
Agency Address -	333 S. Wabash Ave., 41st Floor, Chicago, IL 60604			

Submitted by - TJL Industries, LLC (dba Dalton Track & Tennis)	
Authorized Agent of Company (name and title) Todd J. Lorenzen, President	Date 4/11/17

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	3/6/17	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

Submitted by:

Print Name of Authorized Agent of Company	Todd J. Lorenzen
Signature of Authorized Agent of Company	
Date	4/11/17

PROJECT:	3740 Tennis & Basketball Court - Crack Repair, Color Coating & Striping
VENDOR NAME:	TJL INDUSTRIES, LLC (dba GREEN TRACK & TENNIS)

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 14
2. Number of personnel employed Part-time - 15, Full - time 3,
3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
GREENWICH, CT	2017-Present	TIM COUGHLIN	203.
FAIRFIELD UNIVERSITY	2016	WALT STAPLETON	203.
MANCHESTER, CT	2010-Present	GERRY DUFOUR	860.
FAIRFIELD, CT	2010-Present	GERRY LOMBARDO	203

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)		
		general partnership
		limited partnership
	✓	limited liability corporation
		limited liability partnership,
		corporation doing business under a trade name
		individual doing business under a trade name
		other (specify)

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled		Yes	No
	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	✓	
	Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		

6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name	TJL INDUSTRIES LLC (dba GREEN TRACK & TENNIS)				
Address	P.O. BOX 837				
City	CHESHIRE	State	CT	Zip	06410
Name of Agent	TOD J. LORENZEN				

Project Name:	3740 Tennis & Basketball Court - Crack Repair, Color Coating & Striping
VENDOR NAME:	TJL Industries, LLC (dba Paint Tech Tennis)

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.
a. Book Value (Total Assets (-) Total Liabilities)
b. Working Capital (Current Assets (-) Current Liabilities
c. Current Ratio (Current Assets/Current Liabilities)
d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
e. Return on Assets (Net Income/Total Assets)
f. Return on Equity (Net Income/Shareholder's Equity)
g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also, indicate the portion or section of work a subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
N/A			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:
(Name, legal status and address)

TJL Industries LLC dba Dalton Track & Tennis
PO Box 837
Cheshire, CT 06410

SURETY: Western Surety Company : SD Corporation
(Name, legal status and principal place of business)

333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Norwalk
125 East Avenue
Norwalk, CT 06851

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Tennis & Basketball Court - Crack Repair, Color Coating & Striping, Project No. 3740

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of April, 2017

(Witness)

(Witness) Ashley Sinclair

TJL Industries LLC dba Dalton Track & Tennis
(Principal) *(Seal)*

(Title) President

Western Surety Company
(Surety) *(Seal)*

(Title) Nicole Ann Clark, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Aiza Lopez, Stacy Rivera, Keri Ann Smith, Joshua Sanford, Jennifer M Garten, Aimee R Perondine, Donna M Planeta, Nicole Ann Clark, Brian Peters, Danielle D Johnson, Michelle Anne McMahon, Stephani A Trudeau, Adam Martin, Ashley Sinclair, Individually

of Hartford, CT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of January, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 12th day of January, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of April 2017.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: Marching Band NHS (PERSONAL/FAMILY / ASSOCIATION/CLUB / COMPANY/BUSINESS)

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Peter Smyth TITLE: carnival chair

YOUR NAME: Peter Smyth TITLE: carnival chair

ADDRESS: 4 Brookhill lane E MAIL ADDRESS: smyth.034988@yahoo.com

CITY: Norwalk STATE: CT ZIP CODE: 06851

HOME PHONE: 203 846 9674 BUSINESS PHONE: 203 216 3194 CELL: 203 216 3194

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Andrew's Field # OF PARTICIPANTS: 500

EVENT: Annual carnival DATE REQUESTED: 6/11 – 6/18

SET UP TIME: 7 AM 6/11 STARTING TIME: 6/15 3pm END TIME: 10 pm RAIN DATE: none
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES_____ NO X
ARE YOU SERVING FOOD: YES X NO_____

ARE YOU REQUESTING A TENT? YES_____ NO X *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO, ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT

WATER DUNKING MACHINES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEAPORDIZE FUTURE EVENTS IN THE CITY.

ARE YOU REQUESTING TO USE/DISPLAY ADVERTISING AT YOUR EVENT? (YES) NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? (YES) NO
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? (YES) NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSITS/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING YES_____ NO X
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER? YES_____ NO X

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES_____ NO_____

If yes, name of person(s) _____. Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: [signature] DATE: 4/11/17 OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES_____ NO_____ N/A_____ DATE:_____
COMMON COUNCIL APPROVAL: YES_____ NO_____ N/A_____ DATE:_____

DIRECTOR'S SIGNATURE: _____ DATE _____
(Signature required)

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY / (ASSOCIATION/CLUB) / COMPANY/BUSINESS

ORGANIZATION NAME: Rowayton School PTA

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Christina Vahle TITLE: PTA president

YOUR NAME: Christina Vahle TITLE:

ADDRESS: 20 Possum Circle E-MAIL ADDRESS: camarini@yahoo.com

CITY: Norwalk STATE: CT ZIP CODE: 06854

HOME PHONE: 203 854 6760 BUSINESS PHONE: CELL PHONE: 646 483 7556

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Rowayton School Field NUMBER OF PARTICIPANTS: 500

EVENT: Rowayton School Carnival DATE REQUESTED: 5/12/17 & 5/13/17

SET UP TIME: 5/11/17 9:30 AM STARTING TIME: 10-5pm 5-10pm ENDTIME: RAIN DATE:

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES NO X

ARE YOU SERVING FOOD: YES X NO

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? (YES) NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES (NO)
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? (YES) NO

PLEASE **NOTE**: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED
DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES NO X
If yes, name of person(S) Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: DATE: 1/7/17

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES NO N/A DATE:
COMMON COUNCIL APPROVAL: YES NO N/A DATE:
DIRECTOR'S SIGNATURE: DATE:
(Signature required)

Date to Committee:
Entered into Calendar:
Deposit Received:
Insurance Received:
Entered into RecTrac:

s Contract is further subject to the following covenants and agreements:

1. Renter is responsible to ensure that no accumulation of debris or waste is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.

2. The City is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests.

3. The Renter may bring the following in or onto the Premises:
   *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall
   *Bouncing structures; water dunking machines; etc. require a separate Insurance Certificate
   *No other furniture, machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks

4. **HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.**

5. **All policies applicable to the activities contemplated herein should include a waiver of subrogation.**

6. The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application.

FEES: Facility Rental: _____ **Custodial:** _____

The total fee for your use of the Premises is $_____ based upon rates pre-determined by the Recreation and Parks Committee. Fees are payable by checks made out to the Recreation and Parks Department or credit card (NO American Express). Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due **60 days prior** to the event date.

APPLICANT'S SIGNATURE: _____ **DATE:** 1/7/17
(Signature Required)
APPLICANT'S NAME: Christina Vasile
(Please Print)
WITNESS SIGNATURE: _____ **DATE:** Feb 21st, 2017
(Signature Required)
WITNESS NAME: FANNY DESTRUGE
(Please Print)

MAIL TO:
NORWALK RECREATION AND PARKS DEPARTMENT
CITY HALL
125 EAST AVENUE
NORWALK, CT 06851
PHONE: 203-854-7805 FAX: 203-854-7869 Please see reverse
Signature required

AGENDA

APRIL 13, 2017

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
BUD BEHLING LEASING INC		15-MV-401590	($284.73)	PRORATION
CITY CATING INC	($389.03)	15-MV-312128	($199.83)	ABATEMENTS
		15-MV-312139	($189.20)	ABATEMENTS
CORVINGTON LIZET		15-MV-402974	($241.31)	PRORATION
DAIMLER TRUST		15-MV-314777	($260.28)	PRORATION
DAIMLER TRUST	($630.06)	15-MV-314894	($239.64)	PRORATIONS
		15-MV-314907	($390.42)	PRORATIONS
DAWIN AMAYA GARCIA	($92.55)	15-MV-323672	($69.71)	WRONG NAME
		15-MV-323675	($22.84)	WRONG NAME
DEVINE BROS INC	($1,684.84)	15-MV-316688	($1,206.87)	ABATEMENTS
		15-MV-316686	($378.62)	ABATEMENTS
ELMORE STEVE		15-MV-319447	($23.55)	PRORATION
FLAHERTY TIMOTHY MICHAEL		15-MV-322054	($61.11)	PRORATION
HOCON GAS INC	($3,541.28)	15-MV- SEE BACK UP		ABATEMENTS
HOHN DIEDRICH W		15-MV-329303	($322.87)	PRORATION
HONDA LEASE TRUST		15-MV-329831	($51.71)	PRORATION
HONDA LEASE TRUST	($641.37)	15-MV-329530	($386.89)	PRORATIONS
		15-MV-330034	($198.45)	PRORATIONS
		15-MV-406791	($56.03)	PRORATIONS
HONDA LEASE TRUST	($190.99)	15-MV-329525	($60.65)	PRORATIONS
		15-MV-329920	($37.23)	PRORATIONS
		15-MV-330268	($93.11)	PRORATIONS
HONDA LEASE TRUST		15-MV-330189	($295.25)	PRORATION
HONDA LEASE TRUST	($1,594.24)	15-MV- SEE BACK UP		PRORATIONS AND ABATEMENT
JP MORGAN CHASE BANK NA		15-MV-333575	($189.45)	PRORATION
JP MORGAN CHASE BANK	($2,316.26)	15-MV- SEE BACK UP		PRORATIONS AND ABATEMENT
MADDEN CHRISTOPHER GRANT	($135.08)	15-MV-339320	($72.84)	PRORATION AND ABATAMENT
		15-MV-339319	($62.24)	PRORATION AND ABATAMENT

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
MOCCIA BARBARA V	($852.81)	14-MV-342917	($458.23)	ABATEMENT SENT TO RIDGEFIELD
		15-MV-343485	($394.58)	ABATEMENT SENT TO RIDGEFIELD
MOORER ISAAC		15-MV-344083	($44.40)	PRORATION
MORRELL RICHARD G JR	($75.48)	15-MV-344453	($44.78)	PRORATIONS
		15-MV-344452	($30.70)	PRORATIONS
NISSAN INFINITI LT		15-MV-346229	($355.64)	PRORATION
NISSAN INFINITI LT		15-MV-346105	($223.10)	PRORATION
PASCARELLI ALPHONSE J		15-MV-349516	($287.86)	ABATEMENT SENT TO MONROE
PASCARELLI ALPHONSE J		15-MV-800027	($216.02)	ABATEMENT SENT TO MONROE
PETRINI JERRY EDWARD		15-MV-350730	($151.39)	PRORATION
RYDER TRUCK RENTAL LT		15-MV-900056	($566.75)	PRORATION
SHO JANICE L		15-MV-358183	($60.71)	PRORATION
SHAWS LAWNS INC	($4,920.63)	15-MV-358541	($1,145.57)	ABATEMENT-DMV REG EXP 2010
		15-MV-358540	($1,317.36)	ABATEMENT-DMV REG EXP 2010
		15-MV-358539	($1,317.36)	ABATEMENT-DMV REG EXP 2010
		15-MV-358542	($1,140.34)	ABATEMENT-DMV REG EXP 2010
TONY SOMMA LLC		15-MV-413964	($19.51)	ABATEMENT
TOYOTA LEASE TRUST		15-MV-413182	($113.46)	PRORATION
TOYOTA LEASE TRUST		15-MV-363990	($252.18)	PRORATION
VALLERIE KEVIN C / VALLERIE CHERYL		15-MV-366391	($191.74)	ABATEMENT SENT TO FAIRFIELD
VCFS AUTO LEASING COMPANY		15-MV-367158	($421.41)	PRORATION
WALKER STEPHEN WILLIAM		15-MV-415431	($83.22)	ABATEMENT
WRIGHT STEPHEN L		15-MV-370193	($47.28)	PRORATION

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
THE GINGER MAN A/K/A CASK REPUBLIC	($3,569.39)	14-PP-203234	($741.90)	OVERPAYMENTS
		15-PP-203225	($2,827.49)	OVERPAYMNETS
HARVEY INDUSTRIES INC		15-PP-201456	($6,630.39)	OVERPAYMENT
ANDERSON MICHAEL / ANDERSON EMILY RE: 36 RANGE RD 6-32B-25-0		15-RE-101127	($137.66)	ENTITLD TO VETS EXMPTN
ARTEMISIA LLC RE: 10 PLATT ST UNIT MSA12 3-6-10-MSA12		15-RE-113797	($160.29)	OVERPAYMNET
CARPENTER EARL S * MARJORIE C RE: 9 STARLIGHT DR 5-16-249-0		15-RE-104219	($108.41)	INCORRECT INTEREST ONLINE
CORELOGIC RE: 4 GREY HOLLOW RD 5-39-1-0		15-RE-123522	($2,173.28)	OVERPAYMENT
DANTONIO JOHN G SR RE: 349 MLK 5-82-250-0	($4,486.00)	14-RE-106378	($1,938.00)	SEWER USE FEE ADJ. PER WPCA
		15-RE-106431	($2,548.00)	SEWER USE FEE ADJ. PER WPCA
GIGLIO LAWRENCE S & GINA RE: 66 CHESTNUT ST 2-76-31-0	($945.00)	13-RE-110328	($300.00)	ADJ SEWER USE FEE PER WPCA
		14-RE-110336	($315.00)	ADJ SEWER USE FEE PER WPCA
		15-RE-110406	($330.00)	ADJ SEWER USE FEE PER WPCA

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
LERETA C/O CELINK REVERSE MORTGAGE RE: 20 RICHMOND RD 6-5-39-0		15-RE-125780	($6,592.87)	OVERPAYMENT
ROBERT MASLAN JR, ESQ TRUSTEE RE: BROOKSIDE RD 5-60-9-0		15-RE-117511	($1,149.64)	TAXABLE TO EXEMPT

SPECIAL REQUEST

AMF BOWLING CENTERS INC RE: 701 CONNECTICUT AVE		15-PP-200184	($17,504.57)	OVERPAYMENT
THE STOP + SHOP COMPANY LLC RE: 307 CONNECTICUT AVE	($11,672.42)	13-RE-125752 14-RE-126476 15-RE-126534	($3,853.30) ($3,903.96) ($3,915.16)	COURT STIP SETTLEMENT COURT STIP SETTLEMENT COURT STIP SETTLEMENT
LIMAS LLC RE: 349 CONNECTICUT AVE	($20,316.62)	13-RE-115509 14-RE-115491 15-RE-115569	($6,706.92) ($6,795.10) ($6,814.60)	COURT STIP SETTLEMENT COURT STIP SETTLEMENT COURT STIP SETTLEMENT

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
THE JOSTAL CORP				
RE: 385 CONNECTICUT AVE	($65,697.92)	13-RE-113329	($23,094.54)	COURT STIP SETTLEMENT
		14-RE-113426	($21,271.16)	COURT STIP SETTLEMENT
		15-RE-113426	($21,332.22)	COURT STIP SETTLEMENT

HOCON GAS INC

BILL #	PLATE #	VIN#	AMOUNT
15-406580	44244A	2NKMHZ7X27M210676	$ 160.58
15-406581	31376A	1FV6HFAA0SL825135	$ 32.81
15-406576	36888A	1FVABTAK24HM50082	$ 70.68
15-406577	38552A	2NKMHZ7X65M098042	$ 112.39
15-406578	58013A	4UZAEDE34GCHF9141	$ 1,026.78
15-406579	47976A	1FVACXBSZADAN4968	$ 203.94
15-406582	46733A	1FVACXBSX9HAG2686	$ 143.29
15-406583	59579A	2NKMLZ9X77M182644	$ 189.37
15-406584	31377A	1FVABTAK71HH61750	$ 56.60
15-406585	33297A	1FV6HLAA1TL658610	$ 34.80
15-406571	40560A	2NKMHZ7X66M128724	$ 134.56
15-406572	56428A	5PVNV8JV4F4S54344	$ 543.31
15-406573	52104A	5PVNV8JV2A4S51712	$ 271.61
15-406574	43782A	2NKMHD7X53M383587	$ 84.90
15-406575	54744A	5PVNV8JV8E4S53809	$ 475.66
TOTAL			$ 3,541.28

HONDA LEASE

BILL #	PLATE #	VIN#	AMOUNT
15-329510	398YNX	5FNYF4H23DB044564	$ 302.34
15-329550	260ZXG	5J6RM4H72DL069310	$ 198.10
15-329705	8AAAE2	5FRYD4H29EB004771	$ 303.76
15-330124	480XWD	19VDE1F59DE021821	$ 157.17
15-330218	4AWMW9	5J6RM4H77CL054705	$ 427.48
15-330302	9AETP6	19VDE1F51EE002519	$ 205.39
TOTAL			$ 1,594.24

JP MORGAN CHASE BANK NA

BILL #	PLATE #	VIN#	AMOUNT
15-333218	199ZWO	JF1GPAC68DH845806	$ 197.89
15-333222	280ZPW	4S4BRBKC3D3214059	$ 240.56
15-333301	120ZOS	SALAG2D41CA651007	$ 734.53
15-333313	291ZHD	SALAG2D48CA636200	$ 734.53
15-333316	273ZKK	1YVHZ8EH8D5M04995	$ 203.48
15-333637	705ZUY	4S3BMBG63D3029306	$ 205.27
TOTAL			$2,316.26

CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203 854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: April 13, 2017
Re: Narrative for March, 2017 Tax Collector's Report

Through the end of March, 2017, nine months, and three quarters, through the current fiscal year, we collected more than $ 300 million, or **98.29%** of our $305 million adjusted tax levy. In addition, as of the end of March 2017, we collected in excess of $15 million of our sewer use levy, or **98.34%.** We also collected 89.63% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with last fiscal year, we are slightly ahead with both current taxes (.08%) and current sewer use collections (.15%). Also through the month of March, 2017, we collected nearly $3.9 million (net) in back taxes, interest, lien fees and other fees, $591,064.00 more than we collected last year at this time. We appear to be on target to meet or exceed our budgeted collection goals for this fiscal year.

The last day of the second installment collection cycle was February 1. We issued delinquent notices at the end of February, with a pay-by date of March 15, 2017. These are called 'demand' notices because under state law we are required to 'make demand' for payment prior to taking collection enforcement action. We filed lien continuing certificates in the land records the second week in March in order to secure our interest in collecting past due real estate and sewer use payments.

With regard to our alias tax warrant program, we have collected in excess of $2.5 million in past due business personal property taxes through the direct involvement of the state marshals and our delinquent tax collector. This figure reflects payments collected since the program's inception in 2008. Under this program, the marshal goes door to door to serve the warrants and collect payments, sometimes accompanied by a member of our senior staff. Also, as in past years, we plan to work with the Recreation and Parks Department to ensure that residents are not able to receive a resident pass (beach sticker) unless their motor vehicle taxes are paid.

I hope it will be helpful to address some of the issues related to the property taxes owed by the various entities known collectively as the Grasso Construction Companies. There were a few claims that this office did not attempt to enforce collection of the back taxes due in the name of one of these companies. That company, called the Original Grasso Construction company, filed for federal bankruptcy protection in 2009. At the time they originally filed, they were only one year behind in their property taxes (one installment). The company is still in bankrupty and there are nine years' taxes due. Federal bankruptcy law supercedes state and local law, including my authority as tax collector. I am precluded by federal law from seizing the property of this company due to their bankruptcy. The new entity that was awarded the City of Norwalk paving project bid on April 11 does not currently owe any property taxes, although in the past, the new company has been late in paying property taxes to the City. All of this information was provided to the Common Council prior to April 11 .

Additionally, it should be noted that this past due business personal property tax obligation could not be included in any tax sale because the company owing the bill is in bankruptcy, and tax sale is precluded in this situation. The real estate taxes associated with these businesses, for the property on which they are located at 314 Wilson Avenue, are in a different name - Crystal LLC - and are not delinquent. When they were delinquent , those real estate taxes were included in one of our tax sales (2014) and those real estate taxes were paid at that time in order to avoid the sale. We were able to include them in the tax sale because, unlike the Original Grasso company , the entity known as Crystal LLC was not in bankruptcy.

The tax collector's office did not compromise our position in any way or show favoritism or leniency to this entity. Any claim that we did any of those things is false. We do not achieve the collection rates we discuss earlier in this report by being lenient and / or by showing favoritism to any taxpayer. As always, I am available to answer any further questions if needed.

TAX COLLECTOR'S REPORT
MARCH 2017

FISCAL YEAR 2016-2017 (2015 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 16 - MAR 17	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	$17,749,640.53	$16,457,808.44	92.72%	$17,608,130.14	($141,510.39)	93.47%
AUTOMOBILE-SUPPLEMENTAL	$3,315,742.19	$2,770,962.79	83.57%	$3,250,185.13	($65,557.06)	85.26%
PERSONAL PROPERTY	$18,959,243.96	$18,502,318.03	97.71%	$18,974,635.04	$15,391.08	97.84%
REAL ESTATE	$265,387,336.38	$261,690,408.87	98.61%	$264,615,509.48	($771,826.90)	98.82%
TOTAL TAX	**$306,411,963.06**	**$300,421,599.13**	**98.04%**	**$305,648,459.79**	**($763,503.27)**	**98.29%**
SEWER USE	$15,359,355.00	$15,081,999.28	98.19%	$15,337,115.63	($22,739.37)	98.34%
IPP FEE	$212,250.00	$190,008.77	89.52%	$212,000.00	($250.00)	89.63%

FISCAL YEAR 2015-2016 (2014 GRAND LIST)	ORIGINAL LEVY	JUN 15 - MAR 16				
AUTOMOBILE-REGULAR	$17,433,300.64	$15,998,973.78	91.77%	$17,162,755.74	($270,544.90)	93.22%
AUTOMOBILE-SUPPLEMENTAL	$2,846,741.63	$2,356,179.87	82.77%	$2,825,173.93	($21,567.70)	83.40%
PERSONAL PROPERTY	$18,492,367.14	$18,104,307.08	97.90%	$18,504,044.22	$11,677.08	97.84%
REAL ESTATE	$261,229,545.62	$257,418,973.93	98.54%	$260,752,325.21	($477,220.41)	98.72%
TOTAL TAX	**$300,001,955.03**	**$293,878,431.66**	**97.96%**	**$299,244,299.10**	**($757,655.93)**	**98.21%**
SEWER USE	$14,660,068.00	$14,371,636.84	98.03%	$14,636,581.00	($23,487.00)	98.19%
IPP FEE	$189,750.00	$194,641.53	102.58%	$216,500.00	$26,750.00	89.96%

TAX DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	$6,410,008.03	$5,543,157.47	0.09%	$6,404,190.89	($5,847.34)	0.08%
SEWER DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	$699,787.00	$710,362.44	0.16%	$700,534.63	$747.63	0.13%
IPP DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	$22,500.00	($4,632.76)	-13.06%	($4,500.00)	($27,000.00)	-0.28%

BACK TAXES COLLECTED	FISCAL YR 2015-2017 (JUL 16 - MAR 17)	FISCAL YR 2015-2016 (JUL 15 - MAR 16)	CUR YR vs.PRIOR YR INC/(DEC)
PRIOR TAXES	$2,262,755.77	$1,841,018.38	$421,737.39
PRIOR SEWER USE FEE	$64,341.88	$111,419.73	($47,078.85)
PRIOR IPP FEE	$16,922.40	$15,671.53	$1,250.87
TOTAL PRIOR TAX, SEWER & IPP	**$2,344,020.05**	**$1,968,108.64**	**$375,911.41**
CURRENT INTEREST	$621,368.78	$556,555.55	$64,813.23
PRIOR INTEREST	$689,051.80	$652,480.04	$36,571.76
SEWER USE FEE INTEREST	$56,577.50	$65,206.27	($8,628.77)
IPP FEE INTEREST	$7,374.56	$7,512.02	($137.46)
TOTAL INTEREST COLLECTED	**$1,374,472.64**	**$1,281,853.88**	**$92,618.76**
PRIOR LIEN FEE	$19,800.64	$10,514.95	$9,285.69
CURRENT LIEN FEE	$1,705.09	$2,947.29	($1,242.20)
TOTAL LIEN FEE COLLECTED	**$21,505.73**	**$13,462.24**	**$8,043.49**
MISC FEES COLLECTED**	**$174,047.37**	**$59,556.70**	**$114,490.67**
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	**$3,914,045.79**	**$3,322,981.46**	**$591,064.33**

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION
** PRIOR & CURRENT FISCAL YEAR INCLUDES TAX SALE AND TITLE SEARCH FEES PROCESSED THRU MUNIS

SOLE SOURCE PROCUREMENT REQUEST

Date - 3/21/2017

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

This purchase qualifies as a Sole Source procurement for the following reason(s):

- [ ] **The compatibility of equipment is of paramount consideration.**
- [ ] **The compatibility of accessories, replacement parts is of paramount consideration.**
- [ ] **The sole supplier's item is needed for trial use or testing.**
- [ ] **The sole supplier's item is to be produced for resale or donation.**
- [ ] **A Public utility service**
- [X] **Other, please explain -**
  Similar software is not compatible with saved information on ongoing cases and needed research on frequent topics would be lost.

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

Please see attached email for substantiation of this sole source request.

Department Head's Signature

The Purchasing Agent

[X] Supports [ ] Does not support

Corporation Counsel

[ ] Supports [ ] Does not support

This request for a sole source purchase

Ben Luce
Signature

Signature

Luce, Benjamin

From: Spahr, Jeff
Sent: Tuesday, March 21, 2017 9:04 AM
To: Luce, Benjamin
Cc: Coppola, Mario; Beltz-Jacobson, Diane; Barron, Robert
Subject: RE: New License Agreement

Ben-

The Law Department has long used the WestLaw service for legal research. Within the recent past WestLaw has actually updated its service to a platform known as WestLaw Next. It is true that the main competitor for WestLaw Next is Lexis Nexis and that the 'tools' are similar. However, we believe that the WestLaw product is superior. While there are still more options available (e.g. Bloomberg) it is estimated that WestLaw holds approximately 54% of the market share of these legal tools.

We find that WestLaw Next is very user friendly, comprehensive and trustworthy. We say that because in our profession it is necessary to always have the most current updates on legal decisions and developments. This helps not only in winning your case but in developing a strategy as to how to present your case (or defend against claims made against the City).

I believe that we also have to consider productivity. For many attorneys WestLaw is the 'lingua franca' of the profession. It cannot be said, for example, the English, or French or Mandarin Chinese is a better language than any of its 'competitors'. However, if a business suddenly decided to switch from one language to another, the productivity of the workforce would plummet.

I believe that if we switched over from one platform to another we would be 'dead in the water' for as long as it would take for us to master the new system. In addition, the information that we had saved for ongoing cases and needed research on frequent topics would be lost. I am not sure how transportable this would be.

At this point the Law Department is, basically, overwhelmed with work (with more coming in). We cannot afford to dump our current research platform for another.

Accordingly, it is my firm and professional opinion that it is in the best interests of the City that we renew our WestLaw subscription.

Some comparisons:

https://libsource.com/westlaw-vs-lexisnexis-better/

http://guides.law.csuohio.edu/legal-research/wexisnextcompared

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From: Luce, Benjamin
Sent: Tuesday, March 21, 2017 8:33 AM
To: Spahr, Jeff
Subject: RE: New License Agreement

THOMSON REUTERS WESTLAW

Proposal prepared for

Norwalk Law Department

Prepared by

Yvonne Guillotte
Government Consultant
Thomson Reuters West

March 17, 2017

Team–

First, I'd like to thank you for the opportunity to provide Norwalk Law Department a Proposal to further our partnership. Your time and attention to this on-going discussion is very much appreciated.

As I'm sure you are aware, there are many great reasons to implement a new, 3 year Westlaw agreement. To name just a few:

1. Your Attorneys will have access to the **most updated, most accurate** legal information on an easy to navigate platform they are familiar with and enjoy.

2. Your Researchers will experience the efficiencies built into **Westlaw's Search Engine and West's Key Number System.** Time is precious and it is important they are able to find on-point info quickly.

3. Access to Westlaw **exclusive resources** for Connecticut such as the Connecticut Practice Series, and National exclusives such as CJS and Wright and Miller.

4. A **new book discount agreement** that allows for predictable, monthly billing and a 5% cap on annual increases.

5. ~~Unlimited CLE courses through our **West Legal Ed Center** online solution.~~

6. Maintaining the ability to **branch out into other technology** solutions that are integrated with Westlaw and will make the daily administrative grind more manageable.

I have revised Option 2 from the previous Proposal for Westlaw/book subscriptions. I would appreciate if you would please keep this information confidential.

Current Westlaw pricing - $1,513 per month for 3 Attorneys ($18,156 annual)
Current Book pricing - $4,670 annually (increasing at 20% per year)

Product Description	SAP Qty	2017 Unit Upkeep Price	WP Disc %	2017 TTL Sub Estimate
MANUAL EMPL DISCRIM SUB	1	1,120.00	50.%	564.00
CT PR V5-8B LAND USE SUB	1	162.00	50.%	81.00
CT PR RULES APPELLATE PROC PAM SUB	1	354.00	50.%	177.00
CT PR V6 TRIAL PR SUB	1	94.00	50.%	47.00
CT GEN STAT SUB	1	7,079.00	50.%	3,539.00
FED CIV JUD PROC & RULES SUB	1	184.00	50.%	92.00
CT CR S/F (2V) SUB	1	221.00	50.%	110.50
CT PR V11 EVIDENCE HNDBK SUB	1	118.00	50.%	59.00
				4,670.00

Current overall annual spend = $22,826 plus $1,097 in outside charges
Comparative 36 month spend all things status quo- $82,442

Proposed Option – West's *Westlaw for Government* (National Core, Premium Analytical, Litigation, Drafting Assistant, Practical Law and new West Complete book discount program. This plan gives your Researchers MUCH greater access to content on Westlaw. I have attached brochures that detail all of the content included.

Westlaw Pricing for Option 2 -$2,032 per month for 5 Attorneys

Book pricing -Pricing for the 1st year of this program will be $500.40 (with the elimination of the General Statutes and the Manual on Employment Discrimination)

Overall 12 month spend = $24,884
Overall expenditures under this Option 2 will be approximately - $78,446 for 36 months.

Total Savings over 36 months - $3,996

As a result of the growing expansiveness of the law and Westlaw research content, West continues to work to provide our government customers with the information they need while continuing to provide the best value to our customers. Based on analysis of our government agency usage patterns, we are proud to offer a simplified, yet expansive content plan for your online access that aligns with our easy to use Westlaw platform.

CONTENT COMPARISON TABLE

The following table helps illustrate how West's proposed content compares with typical content proposed to an average law office.

Content		Other Providers	West's Offer
National Core			
Primary Law (cases/statutes/administrative law/regulations)		✓	✓
Legislative History		✓	✓
Graphical Statutes	WESTLAW EXCLUSIVE		✓
PostStat Locator	WESTLAW EXCLUSIVE		✓
Regulations with Editorial Enhancements	WESTLAW EXCLUSIVE		✓
Bill and Regulation Tracking		✓	✓
Premium Analytical			
American Law Reports (ALR)			✓
All AMJUR Library	WESTLAW EXCLUSIVE		✓
Corpus Juris Secundum (CJS)	WESTLAW EXCLUSIVE		✓
Federal Treatises		✓	✓
Topical Treatises		✓	✓
50 State Surveys			✓
Practitioner Insights			✓
State Analytical –all 50 States		✓	✓
Law Reviews and Journals		✓	✓
Jury Instructions			✓
Forms		✓	✓
News		✓	✓
Litigation			
Briefs		✓	✓
Trial Court Documents (Pleadings, Motions, and Memoranda)		✓	✓
Trial Court Orders		✓	✓
Expert Materials			✓
Jury Verdicts		CT Only	✓
Profiler			✓
Arbitration			✓
Dockets			✓
Inline KeyCite	WESTLAW EXCLUSIVE		✓
Case Evaluator			✓
Practical Law	WESTLAW EXCLUSIVE		✓
Drafting Assistant		✓	✓

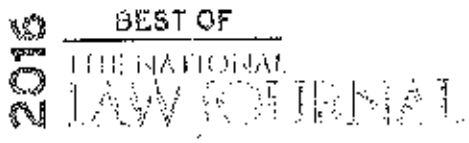
As you can clearly see, Westlaw not only provides the most Accurate, Organized and Content-rich legal research solution in the market, but we also provide much in the way of Exclusive content you will not find with any other provider.

I am confident you will be happy with this Proposal and please keep the conversation going.

Kind Regards,

Yvonne

Yvonne Guillotte
Government Consultant
518-265-3071



WEST ORDER FORM
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

THOMSON REUTERS™

Check West account status below as applicable: Rep Name & Number 0041775 Guilotte

New ___ (NACI Form attached) Existing with Increase Credit Limit ___ (NACI Form attached)

Existing with no changes X Existing with changes ___ (Permanent name change must attach a Customer Name Change Form)

Acct # 1000737473 Quote # ___ PO # ___ Date 3/17/17

Name/Subscriber Norwalk Law Department Bill To Acct # ___

Order Confirmation Contact Name Jeffrey Spahr

E-Mail jspahr@norwalkct.org

Password Contact Name (for password delivery) same

E-Mail ___

Time and Billing Contact Name N/a

E-Mail ___

Federal Government Account Type Non-FEDLINK ___ FEDLINK ___ GSA ___

MSA Jurisdiction ___ Contract # ___ Option # ___

Permanent Address Change ___ One-Time Ship To ___ Additional Ship To ___ Additional Bill To ___

Name ___ Attn: ___

Address ___ Suite/Floor ___

City ___ State ___ County ___ Zip ___

REQUIRED

Online/CD-ROM/Practice Solutions/Software Products

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
41940098	Government Plan	5	2032			2032

Notes:

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges $ 2032

Online/Practice Solutions/Software Products Subscriptions

Monthly Charges begin on the date West Publishing Corporation ("West," "we" or "our") processes your order and continue for 12 complete calendar months (Minimum Term). Subscriber ("you" or "Y") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below for a longer Minimum Term.

___ 24 month Minimum Term. Monthly Charges for the second 12 months will be ___% over the first 12 months.

___ 36 month Minimum Term. Monthly Charges for the second 12 months will be 5 % over the first 12 months. Monthly Charges for the third 12 months will be 5 % over the second 12 months.

Initial here

3/17

SAMfact

Kelor

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

West LegalEdcenter Products Subscriptions

Monthly Charges begin on the date we process your order and will continue for a Minimum Term of 12 complete calendar months. You are also responsible for Excluded Charges. Excluded Charges are charges for West LegalEdcenter programs which are not included in the Online CLE Pass. Excluded Charges will be billed at our then current rate via credit card billing.

Initial below for a longer Minimum Term.

____ 24 month Minimum Term. Monthly Charges for the second 12 months will be __% over the first 12 months.

____ 36 month Minimum Term. Monthly Charges for the second 12 months will be __% over the first 12 months; Monthly Charges for the third 12 months will be __% over the second 12 months.

Post Minimum Term. Your West LegalEdcenter subscription, not part of a WestlawPRO Select, will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to the then current retail rate. Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

__ __ West LegalEdcenter annual billing (please check if requested)

CD-ROM Products

Monthly Charges for CD-ROM Products subscriptions with Westlaw access begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. If your CD-ROM product includes Westlaw access, you will be charged at our then current rate. WestLaw Charges will be invoiced and due monthly as incurred. For your reference, the current Westlaw charges schedules are located at http://legalsolutions.com/schedule-a-westlaw. Westlaw charges may change after at least 30 days written or online notice. Modification of Westlaw charges or Schedule A rates is not a basis for termination under Term; Termination of the General Terms and Conditions.

_____ Initials for Post Minimum Term Subscription Services. I request that West continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

_____ CD-ROM annual billing (please check if requested)

Banded Products Subscriptions

You certify that you have a total of _5__ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only _____ BND

Technical Contacts for Westlaw Patron Access and Campus Research

Technical Contact Name (please print): N/A

Telephone:

E-Mail Address:

Current Account #:

Patron Access: IP Address: _____
One IP Address per terminal. Additional pages may be attached if needed

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

_____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

_____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. If you are ordering the per terminal option, we reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

For Internal Office Use Only
OF Instructions: Max Concu – # of terms/limit to WTC/Bllg Acct/1 term = 5 atty = 1 pw/Tech cont = 59

Online/Practice Solutions/Software Renewals

Sub Mail #	Online/Practice Solutions/Software Products	Current Monthly Charges*

Notes:

* Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below to select the Renewal Term.

_____ 12 month Renewal Term. Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ 24 month Renewal Term. Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ 36 month Renewal Term. Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

WestlawPRO - Deal Builder - Government Select - WestlawNext - Order Fulfillment Worksheet

List of New Content

Customer Account Address:
Account #: 1000737473
NORWALK LAW DEPT
CITY HALL
125 EAST AVE
NORWALK, CT 06851
US
2038547762

Core Product: Primary Law with KeyCite®: All - - Connecticut (WestlawNext™)

Point Total: 0 Sub Material #: 40979874 Service #: 40982450

Modules Selected	Serv. #	Sub #	Points
Gov - Analytical Premier For Government (Westlaw™ PRO)	41931917	41931918	175
Gov - Drafting Assistant For Government (Westlaw™ PRO)	41874282	41874283	125
Gov - Know How For Government (Westlaw™ PRO)	41933482	41933483	175
Gov - Litigation For Government (Westlaw™ PRO)	41933475	41933477	225
Gov - National Core For Government (Westlaw™ PRO)	41933476	41933478	325

Printed: 3/17/2017 11:56 AM

Please fill in

Passwords and QuickView?

Last Name	First Name, M.I.	Jdg	Chric	Atty	Lib	Para	Other	Product(s)
Beltz Jacobson	Diane			X				all
Colavecchio	Carolyn			X				↓
Spahr	Jeffrey			X				
McCann	Brian			X				
				X				

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView due to discounts you receive or other charges, such as taxes. (http://www.quickview.com).

Identify which Westlaw password holder you would like to have QuickView access:

Last Name Spahr First Name Jeffrey E-mail jspahr@norwalkct.org

Print/CD-ROM Products

Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Charges	Print Subscription Service (y/n)
	N/A					

Notes:

Total Charges $ _____

___ Initial for Subscription Services. I request West to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Active Subscriptions

Active Subscriptions to Lapse	Contract Number	Material ID
DRAFTING ASSISTANT LITIGATION ON WESTLAW	0705696864	41130896
DRAFTING ASSISTANT TRANSACTIONAL ON WESTLAW	0705698769	41408487
DRAFTING BRIEFTOOLS ON WESTLAW	0705697875	41130899
DRAFTING OTTEADVISOR ON WESTLAW	0705698088	41130898
GOVERNMENT SELECT ON WESTLAW	0120464516	40988667
ALL ANALYTICAL LIBRARY ON WESTLAW	0120464517	40973877
CT LEGISLATIVE HISTORY ON WESTLAW	0120464535	40974485
CT MUNICIPAL LAW PRACTITIONER COUNSELOR ON WESTLAW	0120464538	40974462
CT PRACTICE SERIES ON WESTLAW	0120464535	40973695
CT PRIMARY LAW WITH RECORD ON WESTLAW	0120464542	40975824
DRAFTING ASSISTANT LITIGATION/TRANSACTIONAL CASE NOTEBOOK RESEARCH	0120464528	30152123
GENERAL COUNSEL ALL PRIMARY LAW ON WESTLAW	0120464522	40973997

Westlaw Roaming Access

If you access Westlaw regularly this, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

___ Initial to block roaming access

2/1/17 SAMPLE Rules

Miscellaneous

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

3. **Excluded Charges.** If you access Westlaw Join or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf and http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-centrapoge-firm-central-cataloglaw.pdf. Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date. If you are not completely satisfied, Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, eDeck, WestDesk, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TRAWS and Peer Monitor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/terms-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

7. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of its may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. **General Terms and Conditions.** apply to all products ordered, except print and is located at http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf. The General Terms and Conditions for Federal Subscribers is located at http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- ContractExpress
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- West LegalEdcenter
- West km software
- Westlaw Public Records

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Please Sign | date etc

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only: Visa ___ ___ Master Card ___ ___ Am Ex ___ ___

Card # _____ Expir. Date ___ ___ Total Amt. to Charge for this Order ___ ___

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)

By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.

Date: _____ Time: _____

Name of Customer Placing Order: _____

Signature of Rep: _____

WestlawPRO - Deal Builder - Government Select - WestlawNext - Modules Addendum

Customer Account Address:
Account #: 1000737473
NORWALK LAW DEPT
CITY HALL
125 EAST AVE
NORWALK
CT
06851
US
2038647752

Core Product: Primary Law with KeyCite®: All — Connecticut (WestlawNext™)

Modules Selected
Gov - Analytical Premier For Government (Westlaw™ PRO)
Gov - Drafting Assistant For Government (Westlaw™ PRO)
Gov - Know How For Government (Westlaw™ PRO)
Gov - Litigation For Government (Westlaw™ PRO)
Gov - National Core For Government (Westlaw™ PRO)

Subscriber's Initials for Modules elected by Subscriber: _____

Date: _____

Printed: 3/17/2012 11:50 AM

please initial + date