

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

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norwalkct.org/meetings



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AGENDA

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: December 8, 2020

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS: Matt Pentz, Conservation Commission
Ed Holowinko, Conservation Commission
Doris Ash, Assessment Board of Appeals
Jo Deupree, Assessment Board of Appeals
Judy Hyers, Assessment Board of Appeals
Jane Ready, Assessment Board of Appeals

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary for the following transaction per the Joint Memorandum of Jessica Casey, Steve Kleppin, Anthony Carr, and Vanessa Valadares dated November 24, 2020:
 - i. For the CITY OF NORWALK to convey the following easements to SONO TOD, LLC for consideration of ONE TWENTY-NINE THOUSAND TWO HUNDRED AND THIRTY-THREE DOLLARS AND 00/100 CENTS (\$129,233.00):
 - (1) A driveway easement, approximately 7,424 sq. ft., as depicted in the Easement Map Depicting Proposed Driveway Easement Over Land of the CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C., revised to include the 328 sq. ft. of 1 Chestnut Street to first be conveyed from SONO TOD, LLC to the CITY OF NORWALK authorized in Agenda Item 3.iii;
 - (2) A ramp easement, approximately 759 sq. ft., as depicted in the Easement Map Depicting Proposed Ramp Easement Over Land of the CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, , Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.;
 - (3) A sidewalk easement, approximately 2,129 sq. ft. plus 179 sq. ft., as depicted in the Easement Map Depicting Proposed Sidewalk Easement Over Land Of The CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.; and
 - ii. For SONO TOD, LLC to convey the following easement to CITY OF NORWALK for consideration of ONE DOLLAR (\$1.00): A sidewalk easement, approximately 656 sq. ft. plus 183 sq. ft., as depicted in the Easement Map Depicting Proposed Sidewalk Easement Granted To The CITY OF NORWALK, 30 Monroe Street, Over Land The Land Of SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.

- iii. For the CITY OF NORWALK to acquire fee simple title from SONO TOD, LLC, in and to approximately 328 sq. ft. of land of 1 Chestnut Street, as depicted in the Compilation Plan Depicting Conveyance Parcel To Be Conveyed To The CITY OF NORWALK by SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" – 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.
2. Re-Authorize the conveyance of compensatory mitigation easements to the State of Connecticut concerning 185 Liberty Square and 15 & 60 South Smith Street (Items VII, C, 2 and 3 on the September 22, 2020 Common Council Agenda) as permanent easements.
3. Authorize the Mayor, Harry W. Rilling, to enter into a temporary Right of Entry Agreement with the Department of Transportation to enter over a certain portion of 10 N Water Street for construction access, storage of materials and equipment staging purposes in connection with project 0301-176 – Walk Bridge Replacement.
4. Authorize the Chief of Operations & Public Works, to execute Orders on Contract with Deering Construction, Inc., to Project PM 2019-1, Pavement Management Program, for an amount not to exceed \$500,000.

Account No. 09 20 4021 5777 C0021
09 21 4021 5777 C0021

5. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe & Bond, Inc. for Project D.P.W. 2020-1 Construction Inspection/Observation Services. The Agreement is for a period of one (1) year, billable on an hourly basis, for a sum not to exceed \$325,000.00, with an option to extend for two (2) additional terms of one (1) year each.

Account No. 09 21 4021 5777 C0021
Account No. 09 22 4021 5777 C0021
Account No. 09 04 4021 5777 C0234
Account No. 09 06 4021 5777 C0234
Account No. 09 07 4021 5777 C0234
Account No. 09 21 4021 5777 C0234
Account No. 09 22 4021 5777 C0302
Account No. 09 06 4021 5777 C0315
Account No. 09 21 4021 5777 C0315
Account No. 09 22 4021 5777 C0315
Account No. 09 22 4021 5777 C0318
Account No. 09 18 4027 5777 C0440
Account No. 09 21 4021 5777 C0440
Account No. 09 22 4021 5777 C0440
Account No. 09 20 4021 5777 C0643
Account No. 09 21 4021 5777 C0643
Account No. 09 22 4021 5777 C0643
Account No. 09 21 6030 5777 C0658
Account No. 09 21 6030 5777 C0659
Account No. 01 40 30 5258

6. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Clean Harbors Environmental Services, Inc. for Project 4079 Household Hazardous Waste Collection for a sum not to exceed \$30,000. 00.

Account No. 01 40 42 5258

7. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with City Carting, Inc. for Project 4077 Transportation & Disposal of Yard Waste Materials for a sum not to exceed \$275,000. 00.

Account No. 01 40 42 5299

8. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with D.W. Transport & Leasing, Inc. for Project 4078 Transportation & Disposal of Street Sweepings / Catch Basin Grit, Excavated Materials and Broken Structural Concrete for a sum not to exceed \$150,000. 00.

Account No. 01 40 42 5299

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling to enter into a contract with Classic Turf Company, LLC for Project #4073 Brien McMahon High School Tennis Courts for a sum not to exceed \$435,000.00, Base Bid (\$400,000.00), Add Alternate 1 – Drainage Work (\$35,000.00). Account # 0921-6030-5777-C0321.
- 1b. Authorize the Director of Recreation and Parks to execute change orders on contract with Classic Turf Company, LLC for Project #4073 Brien McMahon High School Tennis Courts for a sum not to exceed \$43,500.00. Account # 0921-6030-5777-C0771.
- 2a. Authorize the Mayor, Harry W. Rilling to enter into a contract with Diamond Landscape and Athletic fields for Project #4072 Calf Pasture Beach Softball Fields (3) Renovation for a sum not to exceed \$43,524.00. Account # 0921-6030-5777-C0771.
- 2b. Authorize the Director of Recreation and Parks to execute change order on contract with Diamond Landscape and Athletic fields for Project #4072 Calf Pasture Beach Softball Fields (3) Renovation for a sum not to exceed \$4,352.00. Account # 0921-6030-5777-C0771.

C. FINANCE AND CLAIMS COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: December 10, 2020
2. For informational purposes only: Narrative on Tax Collections dated December 10, 2020.
3. For informational purposes only: Monthly Tax Collector's Report Dated: November 2020.

4. Authorize The Common Council hereby approves and adopts the revised Building Permit Fee schedule approved by the Building Board of Appeals at its March 9, 2020 public meeting. Copy of revised Building Permit Fee schedule enclosed.
5. Action Requested - November 2020: Authorize an additional \$20,253 per year as a contingency if claim frequency in any one year exceeds historical averages for an authorized total of \$125,000 per year; and authorize an additional \$35,759 for the three year contract term for a total three year total cost of \$350,000.

Previous Action Requested earlier this year: Action Requested: Authorize the Mayor, Harry Rilling, to execute a contract for management and administration of the City's Workers Compensation and Heart & Hypertension Program for the three year period beginning July 1, 2020 and ending June 30, 2023 at a cost per claim based on the following schedule: Report Only Claims - \$27 per claim cost; Medical Only Claims - \$215 per claim cost; Indemnity Claims - \$1,175 per claim cost; and Heart & Hypertension Claims - \$1,175 per claim cost. Total estimate annual cost is \$104,747 and total estimate three year cost is \$314,241. Accounts: 16-1344-5258 and 16-5054-5258.

D. ORDINANCE COMMITTEE

1. Approve the following revisions/amendments to City Code section 32-8 of the City Code:
 - Chapter 32-4: Conflicts of interests; interference with duties; prohibited interests; exceptions.

E. PLANNING COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with TPUDC to conduct an update of the Zoning Regulations, in an amount not to exceed \$190,040.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

REAPPOINTMENTS

CONSERVATION COMMISSION	M/C	Nwtk. Code 35-2
MATT PENTZ (I) 69 Lincoln Avenue Norwalk, CT 06854		Term Expires – 01/01/2026
ED HOLOWINKO (D) 57 Russell Street Norwalk, CT 06855		Term Expires – 01/01/2026
ASSESSMENT BOARD OF APPEALS	M/C	CGS/NwkCht 1-271/NCC 103
DORIS ASH (D) 61 Hill Lane Norwalk, CT 06880		Term Expires – 11/01/2023
JO DEUPREE (R) 35 Bettswood Road Norwalk, CT 06851		Term Expires – 11/01/2023
JUDY HYERS (R) 199 Gregory Boulevard A2 Norwalk, CT 06855		Term Expires – 11/01/2023
JANE READY (R) 11 Woodland Road Norwalk, CT 06851		Term Expires – 11/01/2023

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**CITY OF NORWALK
COMMON COUNCIL
DECEMBER 8, 2020
VIA TELECONFERENCE**

Mayor Rilling called the meeting to order at 7:34 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. King read the announcement and called the Roll:

City of Norwalk
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Page 1
Via Teleconference

The following Common Council members were present:

Council at Large:	Mr. Gregory Burnett Mr. Nicholas Sacchinelli Ms. Barbara Smyth	Ms. Dominique Johnson Mr. Manny Langella
District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
District B:	Ms. Diana Revolus	Ms. Darlene Young
District C:	Mr. John Kydes	Mr. George Theodoridis
District D:	Mr. George Tsiranides	Mr. Tom Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

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

Also present were Mayor Harry Rilling, City Clerk, Donna King and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting:

November 24, 2020

**** MS. SHANAHAN MOVED TO ACCEPT THE MINUTES AS PRESENTED
** MOTION PASSED UNANIMOUSLY BY A SHOW OF HANDS**

Special Meeting:

November 30, 2020

**** MR. HEUVELMAN MOVED TO ACCEPT THE MINUTES AS
PRESENTED
** MOTION PASSED WITH ONE (1) ABSTENTION (MS. REVOLUS)**

III. PUBLIC PARTICIPATION

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

Mr. Jason Mulligan said he sent a letter to all Common Council members today. He summarized his letter in opposition to item 6A1.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS RESIGNATIONS:

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS: There were none this evening.

MAYOR'S REMARKS:

Mayor Rilling reported that Norwalk continues to be in the Red Zone, as well as most of the State of Connecticut. The number of Covid cases in the City are increasing. He thanked the Common Council for their attendance at the Special Meeting that allowed the City to participate in the vaccination program.

Mayor Rilling said he spoke with Mr. Sacchinelli about creating an *ad hoc* task force to address the logistics of implementing the vaccine program. Mr. Sacchinelli and Mr. Heuvelman will sit on that task force. He added that he is looking to have the Chief of Community Services and someone from the Board of Education also work with the task force and the Health Department.

A menorah will be erected in front of City Hall for the holidays. The Mayor wished the community a Happy Hanukkah, Merry Christmas and a Happy Kwanzaa.

Mayor Rilling announced that the second meeting of the Common Council for the month of December is cancelled.

V. COUNCIL PRESIDENT

Mr. Sacchinelli wished everyone Happy Holidays.

B. CONSENT CALENDAR:

**** MS. REVOLUS MOVED THE FOLLOWING CONSENT CALENDAR:**

City of Norwalk
Common Council
December 8, 2020
Page 3
Via Teleconference

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO GENGRAS FORD, LLC, PLAINVILLE, CT FOR THE PURCHASE ONE (1) 2020 FORD ESCAPE FOR A PRICE NOT TO EXCEED \$23,873.80. ACCOUNT NO. 09 20 4120 5777 C0650

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A TWO-YEAR EXTENSION TO THE APRIL 2019 AGREEMENT FOR PAVEMENT MANAGEMENT AND CONSULTING SERVICES BETWEEN THE CITY OF NORWALK AND VANASSE HANGEN BRUSTLIN, INC. (VHB) FOR AN ANNUAL SUM NOT TO EXCEED \$250,000.00 PER YEAR. ACCOUNT NO. 09 20 4021 5777 C0021 09 21 4021 5777 C0021 09 22 4021 5777 C0021

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CONSTRUCTION SOLUTIONS GROUP, LLC. FOR PROGRAM MANAGEMENT SERVICES FOR THE MARITIME AQUARIUM FUNCTIONAL REPLACEMENT PROJECT FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$97,469.00. FUNDS ARE AVAILABLE FROM THE STATE'S FUNCTIONAL REPLACEMENT ACCOUNT #09194031 5799 C0635 2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH NAC INDUSTRIES INC. FOR THE RENOVATION OF THE OLD REDEVELOPMENT AGENCY OFFICE FOR YOUTH SERVICES FOR A TOTAL NOT TO EXCEED \$52,400.00. ACCT. #0920/217100- 5777-C0476 AND #014071-5561

2B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$5,240.00

C. HEALTH AND PUBLIC SAFETY COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH RJI CONSULTANTS TO PROVIDE REGIONAL HAZARDOUS MATERIALS TRAINING FOR THE REGIONAL HAZARDOUS MATERIALS TEAMS.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

**** MR. TSIRANIDES MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH DEERING CONSTRUCTION, INC. FOR STATE PROJECT 102-350 NORWALK RIVER VALLEY TRAIL – PHASE 2 FEDERAL AID PROJECT NO. PEDS(222) FOR AN AMOUNT NOT TO EXCEED \$2,924,135.11. FEDERAL TA GRANT ACCOUNT NO. 09 16 4021 5777 C0407 09 17 4021 5777 C0407 09 17 4021 5796 C0407 09 04 4021 5777 C0234 09 06 4021 5777 C0234 09 07 4021 5777 C0234 09 21 4021 5777 C0234 09 21 3750 5777 C0777**

AND TO AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO EXECUTE ORDERS ON THE CONTRACT WITH DEERING CONSTRUCTION, INC. FOR STATE PROJECT 102-350 NORWALK RIVER VALLEY TRAIL – PHASE 2 FEDERAL AID PROJECT NO. PEDS(222) FOR AN AMOUNT NOT TO EXCEED \$292,413.50. FEDERAL TA GRANT ACCOUNT NO. 09 16 4021 5777 C0407 09 17 4021 5777 C0407 09 17 4021 5796 C0407 09 04 4021 5777 C0234 09 06 4021 5777 C0234 09 07 4021 5777 C0234 09 21 4021 5777 C0234 09 21 3750 5777 C0777

Mr. Tsiranides said he was pleased to see this project. He said that the Public Works Department worked hard to obtain the federal grant. Mr. Langella added that a lot of time and effort went into this. Mayor Rilling said this was a wonderful project that was finally coming to fruition. He thanked Ms. Valadares, Mr. Carr and Mr. Yosak.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

**** MS. SHANAHAN MOVED TO GO INTO EXECUTIVE SESSION AT 7:56 P.M. TO DISCUSS THE FOLLOWING ITEMS:**

A. GENERAL COUNCIL BUSINESS:

1. REAPPOINTMENT OF BRIAN CANDELA, ESQ. AS ASSISTANT CORPORATION COUNSEL. EXECUTIVE SESSION

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. DISCUSSION REGARDING PENDING LITIGATION TITLED, CITY OF NORWALK AND CITY OF NORWALK REDEVELOPMENT AGENCY VS. ILSR OWNERS, LLC AND WALL ST OPPORTUNITY FUND, LLC, DOCKET NO. FST-CV18-6038249-S, WHICH IS CURRENTLY PENDING IN THE STAMFORD-NORWALK JUDICIAL DISTRICT AT STAMFORD. EXECUTIVE SESSION

**** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

The public was excused.

The members of the Common Council came out of Executive Session at 8:53 p.m. During Executive Session, no motions were made and no votes were taken.

A. GENERAL COUNCIL BUSINESS:

**** MS. SHANAHAN MOVED TO APPROVE THE REAPPOINTMENT OF BRIAN CANDELA, ESQ. AS ASSISTANT CORPORATION COUNSEL**

Ms. Shanahan spoke in support of this reappointment. She said that Mr. Candela is indispensable to the City. Mr. Livingston also spoke in support and agreed that Mr. Candela is indispensable to the City.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS.**

SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none.

X. SUSPENSION OF RULES

There were none.

XI. ADJOURNMENT

**** MR. ROBERTS MOVED TO ADJOURN
** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:57 p.m.

ATTEST _____
Donna King, City Clerk

To: Honorable Mayor, Harry Rilling
Donna King, City Clerk

I

Subject: Conservation Commission

I am writing to express interest and ask for an opportunity to serve on the City of Norwalk's Conservation Commission. I have done some research into what this entails, have listened to the Conservation Commissions latest special meeting, and have spoken with Alexis Cherichetti to get a better understanding of what the Commission does.

Brief bio:

I was born in Princeton, New Jersey in 1982. I grew up playing sports, went to Quinnipiac University and studied Accounting. After graduating from QU in 2004, I started my career in NYC as an auditor for KPMG. After 2 years as an auditor, I took a job with Deutsche Bank in NYC, which included international travel. After 2 years in banking, I had saved money and decided to pursue environmental interests. Over the course of 2008, I did some fundraising for an environmental campaign in CT, I worked at a nursery to learn about plant care and ran a website; all of which ultimately failed to support my active lifestyle, financially. When my savings ran out in 2009, I went back into financial services, consulting for a private equity firm in Stamford for one-year. In 2010, I began working full-time as a financial analyst at Hearst Media CT, where I worked for 8 years. I moved to Norwalk in October 2016, when Hearst Media was finalizing plans to relocate to Merritt 7. In April 2018, I started my current job at Norwalk Transit District, as the lead in the finance department.

In 2018/2019, I participated in the Norwalk Chamber of Commerce leadership program where I gained insights into land preservation within the City. Additionally, as part of the program I had the opportunity to participate in the City Government session, which influenced me to consider areas where I could become involved within the City of Norwalk.

While I've moved around often, I'm happy to have settled down here in Norwalk, and hope to stay for the foreseeable future.

On a somber note, over the past few months I've been intending to reach out to the late John Verel, to learn more about the basics of serving on the Conservation Commission. Unfortunately, I never got around to connecting with him. The circumstances around his passing have influenced me to finally pursue getting involved.

I'd be honored to serve on the Commission on an impartial basis, an endeavor I view independent of my role at the Transit District.

I appreciate your consideration and am happy to provide any additional information that you may need.

Thanks and Kind Regards,

Matt Pentz



References:

Professional:

Kelly Edwards – San Antonio Express News, CFO (803) 206-9219

Educational:

Professor Jeff Main – Program Administrator, Ward Pound Ridge Reservation

Senior Adjunct Professor at Westchester Community College (NCC also)

(914) 864-7318

Personal:

Ronald Petronella – UFCW Local 371, Secretary Treasurer (203) 258-7583

Political Affiliation: I am a registered Independent in Norwalk.

57 Russell Street
Norwalk CT 06855

Phone 203-852-7187
E-mail SkyPaw@aol.com

D

Ed Holowinko

Objective

Conservation Committee appointment

Employment

1995 - Present Summit Ridge, Inc. Norwalk, CT
Owner/Consultant

- Home building and remodeling in Fairfield County
- Specialization in home energy retrofits and conservation
- Work with Professional Home Improvements, Inc. of Stamford, CT

1985 - 1994 Sundance and Associates, Inc. Dayton, OH
Owner/Consultant

- Home remodeling
- Prepared repossessed bank properties for resale
- Insulation consulting and retrofits

1984 - 1985 Montgomery County Engineers Office Dayton, OH
Engineering Intern

- Worked on regional drainage programs and highway realignments

1983 - 1984 ConnSave/Northeast Utilities Redding, CT
Energy Conservation Auditor

- Conducted home energy audits and made recommendations for energy and cost saving enhancements

Education

1976 New York University New York, NY
• B.A. in History of Religion

1984 - 1986 University of Dayton Dayton, OH
• Completed Civil Engineering courses

Volunteer experience

1995 and 1998 Global Citizens Network St. Paul, MN
• Worked on two month-long projects to build clinics in Kenyan villages.

Ongoing projects

- Frequent volunteer for Habitat for Humanity, Special Olympics, Christmas in April, and local environmental organizations.
- Member of Appalachian Mountain Club, Sierra Club, Nature Conservancy, Rainforest.org, Walkway Over the Hudson and Danbury Railway Museum.

DORIS M. ASH
61 Hills Lane Westport, CT 06880

- Resident of Norwalk, 1976-2007
- Moved to Orrs Island, Maine, 2007-2015
- Moved back to Norwalk, April, 2015 (Please note: mailing address is Westport, but we are residents of and voters in Norwalk)

EMPLOYMENT HISTORY

1974-1976: Inventory and Accounts Payable, St. Joseph's Hospital, Stamford, CT

1976-2000: English teacher, Dolan Middle School, Stamford, CT

2001-2007: Realtor, Prudential Connecticut Realty, Norwalk, CT

Realtor designations:

- SRS (Senior Real Estate Specialist); CRS (Certified Residential Specialist); ABR (Accredited Buyer's Representative)
- President's Circle – Top 3% of Realtors, nationwide
- Leading Edge Society – Top 10% of Realtors, nationwide

2008-2012: Contract Writer for National Episcopal Church; Church Publishing, New York, NY

Authored "Weaving God's Promises," a 3-year Sunday school curriculum for grades 6-8; sold nationwide

EDUCATION

1970-1974: B.S Degree in English, grades 7-12, Central Connecticut State College (now CCSU)

1982-1985: Master's work in Community Counseling, Fairfield University

2001-2007: Yearly real estate classes to maintain my Realtor's license

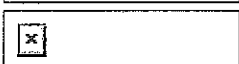
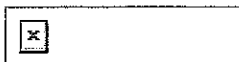
COMMUNITY SERVICE

- Co-chair Norwalk BAA_2019-Present
- Norwalk Junior Women's Club
- Member, Grace Episcopal Church, Norwalk – served on a variety of committees, as clerk of the Vestry, in the choir and altar guild
- Volunteer at Wolfpit Elementary School
- Marching Bears, Inc. (parent group of Norwalk High School Marching Band); member for 8 years; one year as vice president; two years as president

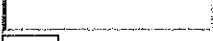
Contact information:

Cell phone: 203-984-0853

Home phone: 203-286-6850



Printable Version



JANE READY

AWARD-WINNING REALTOR WITH CORPORATE & EDUCATION BACKGROUND

REAL ESTATE EXPERIENCE: 20 Years in Real Estate. During 1st year, "Rookie of the Year" for Fairfield County. Continuous top producer and award winner for the Rowayton/Norwalk offices.



EDUCATIONAL/PROFESSIONAL BACKGROUND:
B.S. Ed, Wheelock College, Boston, MA. Teacher, Darien Public Schools; Hewitt Associates; Rogers, Casey & Barksdale, Director of Admin.

PROFESSIONAL ACHIEVEMENTS: Who's Who in Residential Real Estate in North America. Selected to be Fine Homes Director. Multi-million dollar producer. "Top Listing Agent" and "Top Selling Agent" awards. Leading Edge Society, President's and Chairman's Circle designations by Prudential National.

PROFESSIONAL ASSOCIATIONS: NAR, CAR, Darien Board of Realtors, Mid-Fairfield County MLS, Darien MLS.

PAST & PRESENT COMMUNITY INVOLVEMENT:
Area native. Woman's Board of the Norwalk Hospital. Wilson Point Property Owners' Assoc. Board. Treasure House (Norwalk Hospital) volunteer. Board of Assessment Appeals for the City of Norwalk.

203-899-3241

203-855-1529 X 24

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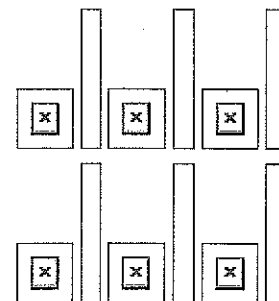
164 Rowayton Avenue

Rowayton, CT 06853

203-853-9999

Awards & Accolades

Click on any award to learn

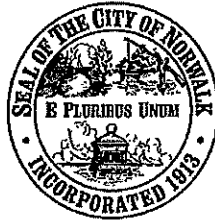


CITY OF NORWALK

CITY HALL
125 EAST AVENUE, P.O. BOX 5125
NORWALK, CONNECTICUT 06856-5125

LAW DEPARTMENT

TELEPHONE
(203) 854-7750
FACSIMILE
(203) 854-7901



EXECUTIVE MEMORANDUM

From: Jessica Casey, Chief of Community and Economic Development
Steve Kleppin, Director of Planning & Zoning
Anthony Carr, Chief of Operations and Public Works
Vanessa Valadares, Principal Engineer

To: Members of the Common Council
Mayor Harry W. Rilling
Members of the Public Works Committee
Members of the Planning Commission
Members of the Parking Authority

Cc: Mario F. Coppola, Corporation Counsel
Darin L. Callahan, Assistant Corporation Counsel

Date: November 24, 2020

Re: Easements and Conveyance concerning Sono TOD, LLC Site Plan Approval for 1 Chestnut Street Development

Dear Members:

On November 1, 2018 the Zoning Commission approved a Site Plan for a private development project at what is now know as 1 Chestnut Street comprising of a mixed use development containing 122 Dwelling Units, 5,800 sq. ft. of retail space and 11,000 sq. ft. of office space within a 5-6 story building. A copy of the Site Plan approval is attached hereto as **Exhibit 1**. The developer is Sono TOD, LLC (the "Developer")

The Site Plan contemplates several land transactions between Developer and the City of Norwalk (the "City") described in full detail within the draft easements attached hereto as **Exhibits 2 and 3** and corresponding survey **Exhibits 4, 5 and 6**, and at a higher level as follows:

First, the Developer seeks to acquire from the City a vehicular ingress and egress easement over approximately 7,424 sq. ft.¹ of the City's property at 30 Monroe Street. The subject area is the entrance driveway to the train station parking lot at 30 Monroe Street from Monroe Street entrance and is more specifically described as Easement No. 1 in **Exhibit 2** and depicted in the Developer's survey attached hereto as **Exhibit 4**. Easement No. 1 is an easement that coordinates part of the access to the second floor of the two tier parking garage approved as part of this development project and is coordinated with the next discussed easement.

Second, the Developer seeks to acquire from the City a ramp ingress and egress easement over approximately 759 sq. ft. of a small strip of land of 30 Monroe Street more specifically described as Easement No. 2 in **Exhibit 2** and depicted in the Developer's survey attached hereto as **Exhibit 5**. Generally, Easement No. 1 and Easement No. 2 combined function as the vehicular access rights for the Developer between Monroe Street and the second floor of planned parking garage at 1 Chestnut Street.

Third, the Developer seeks to acquire from the City a sidewalk easement over approximately 2,129 sq. ft. plus 179 sq. ft. of a small strip of land of 30 Monroe more specifically described as Easement No. 3 in **Exhibit 2** and depicted in the Developer's survey attached hereto as **Exhibit 6**. Generally, Easement No. 3 and the next described easement coordinate fluid pedestrian sidewalk traffic around three sides of the Developer's property at 1 Chestnut including where the property abuts Monroe Street and Chestnut Street.

Fourth, the City seeks to acquire from the Developer a sidewalk easement over approximately 656 sq. ft. plus 183 sq. ft. of land owned by the Developer at 1 Chestnut Street described in **Exhibit 3** and depicted in the Developer's survey attached hereto as **Exhibit 7**. As discussed above, this easement and Easement No. 3 coordinate fluid pedestrian sidewalk traffic around three sides of the Developer's property at 1 Chestnut including where the property abuts Monroe Street and Chestnut Street.

Finally, the Site Plan contemplates the widening of the driveway entrance to 30 Monroe Street from Monroe Street to provide for two lanes of entrance onto Monroe Street from 30 Monroe Street parcel. As such, it was determined that the best approach was for the Developer to convey approximately 328 sq. ft. land of 1 Chestnut Street necessary to allow for the additional lane of traffic with the City conveying back to the Developer an easement as part of Easement No. 1 described above. The area to be acquired by the City is depicted in the Developer's survey attached hereto as **Exhibit 8**.

There are various improvements required to be performed by the Developer pursuant to the Site Plan approval within the aforementioned easement areas. These improvements are addressed within the draft easements attached hereto as **Exhibits 2 and 3** as well. These improvements will be highlighted as part of the presentation of this proposed transaction during the public meetings.

The easement to be conveyed by the City to the Developer (i.e. Easement Nos. 1 through 3 discussed above) have been appraised by the City's Appraiser, Peter Vimini, MAI of Vimini

¹ The survey will be revised to include the 328 sq. ft. conveyance discussed below.

Valuation Associates, LLC on October 1, 2020 at **ONE HUNDRED TWENTY-NINE THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS AND 00/100 CENTS (\$129,233.00)** which the Developer has agreed to pay.

The foregoing has been prepared in coordination with the Law Department over the past six (6) months.

The following approvals are being presented for your consideration:

3. Authorize the Mayor Harry W. Rilling to execute any and all documents necessary for the following transaction per the Joint Memorandum of Jessica Casey, Steve Kleppin, Anthony Carr, and Vanessa Valadares dated November 24, 2020:

i. For the CITY OF NORWALK to convey the following easements to SONO TOD, LLC for consideration of ONE TWENTY-NINE THOUSAND TWO HUNDRED AND THIRTY-THREE DOLLARS AND 00/100 CENTS (\$129,233.00):

(1) A driveway easement, approximately 7,424 sq. ft., as depicted in the Easement Map Depicting Proposed Driveway Easement Over Land of the CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C., revised to include the 328 sq. ft. of 1 Chestnut Street to first be conveyed from SONO TOD, LLC to the CITY OF NORWALK authorized in Agenda Item 3.iii;

(2) A ramp easement, approximately 759 sq. ft., as depicted in the Easement Map Depicting Proposed Ramp Easement Over Land of the CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, , Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.;

(3) A sidewalk easement, approximately 2,129 sq. ft. plus 179 sq. ft., as depicted in the Easement Map Depicting Proposed Sidewalk Easement Over Land Of The CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.; and

ii. For SONO TOD, LLC to convey the following easement to CITY OF NORWALK for consideration of ONE DOLLAR (\$1.00): A sidewalk easement, approximately 656 sq. ft. plus 183 sq. ft., as depicted in the

Easement Map Depicting Proposed Sidewalk Easement Granted To The CITY OF NORWALK, 30 Monroe Street, Over Land The Land Of SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.

- iii. **For the CITY OF NORWALK to acquire fee simple title from SONO TOD, LLC, in and to approximately 328 sq. ft. of land of 1 Chestnut Street, as depicted in the Compilation Plan Depicting Conveyance Parcel To Be Conveyed To The CITY OF NORWALK by SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" – 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.**
- 4. **8-24 Referral – Department of Public Works – Conveyance of Easements Sono TOD, LLC over portions of 30 Monroe Street and Acquisition of Easement and Land from Sono TOD, LLC over portion of 1 Chestnut Street per the Joint Memorandum of Jessica Casey, Steve Kleppin, Anthony Carr, and Vanessa Valadares dated November 24, 2020, Report and Recommendations.**

EXHIBIT 1

*** RESOLUTION ***

BE IT RESOLVED that that request of SoNo TOD LLC and 24 Monroe St LLC, Site Plan application, 5-18SPR, to construct a mixed use development containing 122 dwelling units, 5,8000 sf of retail space and 11,000 sf of office space within a 5-6 story building, be approved, subject to the following conditions:

1. That the draft deed restriction as shown on a certain document entitled "SONO TOD, LLC DRAFT Affordability Plan" dated October, 2018, and related documents showing three (3) studio, five (5) one-bedroom and three (3) two-bedroom units, for a total of eleven (11) workforce housing units, shall run with the land in perpetuity and shall be submitted for Corporation Counsel review and then filed on the Norwalk Land Records prior to the issuance of a final Certificate of Zoning Compliance; and
2. That a lot consolidation survey be submitted for review by staff and then filed on the Norwalk Land Records prior to the issuance of a zoning permit; and
3. Per the Improvement Location Survey, prepared by William W. Seymour & Associates, P.C., dated 7/24/18, revised to 10/15/18, on file with the Planning & Zoning Department; and
4. Per engineering plans, SPL-1.0, SPL-2.0 – 2.3, SPL-3.0 – SPL-3.2, on file with the Planning & Zoning Department; and
5. Per photometric study prepared by Speclines dated 9/25/18, on file with the Planning & Zoning Department; and
6. Per landscape plans prepared by Eric Rains Landscape Architecture dated 10/4/18, revised to 10/16/18, on file with the Planning & Zoning Department; and
7. Per the architectural plans A1.Z0 - A1.Z7, A2.01 - A2.04, A3.01 - A3.04, A5.01, A8.01, dated 7/12/18, prepared by Beinfield Architecture, on file with the Planning & Zoning Department; and
8. Per architectural renderings A0.60 - A0.62, open space/recreation area plan AO.70, workforce housing plan AO.71, F.A.R. plans AO.72 and pictorial material board AO.75, and
9. That prior to the issuance of a zoning permit, that final sign-off from the Norwalk Redevelopment Agency be obtained, indicating that the proposed project is consistent with the design guidelines set forth in the South Norwalk TOD Redevelopment Plan; and
10. Prior to obtaining a Zoning Permit, the applicant shall submit a revised drainage plan to the Department of Public Works for approval that results in no increase in the volume of runoff; or a surety, in the amount to be determined by staff, be submitted for the installation of a drainage system that results in no increase in the volume of runoff; and
11. A sign be posted at the exit indicating "no left turn" exiting 11 Chestnut Street "between the hours of 8:30-9:15 AM and 3:15-4:00PM".
12. That cutoff shields be installed on all lighting to prevent any stray light from being emitted off the property; and
13. That a mylar of the approved site plan (as revised by any conditions of approval) be filed on the Norwalk Land Records prior to the issuance of a zoning permit; and
14. That final CEAC signoffs shall be submitted prior to the start of construction; and
15. A surety in the amount to be determined by staff, to guarantee the installation and maintenance of the required erosion and sediment controls is submitted to this office, prior to the issuance of a Zoning Permit; and

16. That all soil and erosion controls shall be installed and maintained prior to the start of any construction or site work; that silt sacks be installed in all existing and proposed catch basins, and that additional controls be installed at the direction of the Commission's staff, as needed; and
17. A zoning permit and a building permit shall be obtained within one year of the effective date or this approval and prior to any work commencing on the site; and
18. That a Connecticut licensed engineer shall certify that all of the required improvements, including any required off-site improvements, were installed to City standards and that the development as constructed complies with all relevant Federal FEMA flood regulations and that such certification be submitted prior to the issuance of a Certificate of Zoning Compliance; and
19. That all proposed signage comply with the zoning regulations and that any graffiti on the site, now or in the future, be immediately removed; and
20. That within six months of the issuance of the Certificate of Zoning Compliance a follow-up traffic study be submitted to the Commission; and
21. That the storm water maintenance plan be implemented to ensure the maintenance of onsite drainage systems; and
22. That any and all HVAC units shall be located in conformance with the applicable zoning setbacks; and
23. That the hours of garbage pick-up be no earlier than 7:00 a.m. and no later than 7:00 p.m. and that any deliveries be no earlier than 8:00 a.m. and no later than 6:00 p.m.; and
24. That any sidewalks to be replaced provide a minimum 5' clearance from any obstruction; and
- 25.

BE IT FURTHER RESOLVED that this application complies with Section 118-506 B, SoNo Station Design District, and with the applicable sections of the Building Zone Regulations for the City of Norwalk.

BE IT FURTHER RESOLVED that the effective date of this action be November 16, 2018.

EXHIBIT 2

DECLARATION OF EASEMENTS

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

KNOW YE, that the CITY OF NORWALK, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Harry Rilling, its Mayor, duly authorized, (hereinafter the "Grantor"), for good and valuable consideration received to its full satisfaction from SONO TOD LLC, a limited liability company organized and existing under the laws of the State of Connecticut, with a place of business located at c/o Spinnaker Real Estate Partners LLC, 1 North Water Street, Suite 100, Norwalk, Connecticut, its successors and assigns, (hereinafter "Grantee") does hereby give, convey, grant, bargain, sell and confirm unto Grantee, its successors and assigns, certain easements and rights of way (the "Easements") as set forth herein over portions of the real property known as 30 Monroe Street, Norwalk, Connecticut (the "City Property"). Said Easements are more particularly depicted on a Map entitled "[_____]" which map is on file in the office of the Town Clerk of the City of Norwalk as Map No. _____ (the "Map"), a copy of which is attached hereto as Schedule A.

The parties agree that the Easement Areas are accurately and completely depicted on the above described Map.

1.0 Definitions.

1.1. "Approved Plans" means the Site Plan Approval for a mixed use development containing 122 Dwelling Units, 5,800 sq. ft. of retail space and 11,000 sq ft of office space within a 5-6 story building approved by the Zoning Commission on November 1, 2018, a copy of which is attached hereto as Exhibit 1, and any and all other applicable City Approvals and City Standards..

1.2. "City Approvals" means any approval, permit, certificate or authorization issued by or on behalf of the Grantor , or its Departments, Boards, Committees, Commission, and Common Council or other authority of the Grantor having jurisdiction over Grantee or the Sono Property including any building permit or certificate of occupancy.

1.3. "City Standards" means the construction standards of the Grantor set forth in the "Department of Public Works Roadway Standards May 1987 - Amended January 2017" and the Department of Public Works Standards Detail Drawings Dated March 10, 2017.

1.4. "Easement Areas" means collectively, Easement Area 1, Easement Area 2, and Easement Area 3.

1.5. "Easement Area 1" means the area identified in the Map as Easement No. 1, Driveway Easement.

1.6. "Easement Area 2" means the area identified in the Map as Easement No. 2, Ramp Easement.

1.7. "Easement Area 3" means the area identified in the Map as Easement No. 3, Sidewalk Easement.

1.8. "Effective Date" shall mean _____

1.9. "Improvements" means the following:

1.9.1. With respect to Easement Area 1, those road widening, milling, curbing and paving improvements identified in the Approved Plans which are located within the said easement area;

1.9.2. With respect to Easement Area 2, those parking garage ramp improvements identified in the Approved Plans which are located within said easement area; and

1.9.3. With respect to Easement Area 3, those sidewalk and landscaping improvements identified in the Approved Plans which are located within said easement area.

1.10. "Parties" means both the Grantor and Grantee.

1.11. "Project" means the proposed development reflected in Site Plan Approval attached hereto as Exhibit 1R.

1.12. "Sono Property" means the real property know as 1 Chestnut Street, Norwalk, Connecticut.

2.0. Easements.

2.1. Easement No. 1. Driveway Easement

Subject to the terms set forth herein, the Grantor does hereby give, convey, grant, bargain, sell and confirm unto (a) Grantee, and its employees, contractors, and subcontractors a temporary non-exclusive easement over Easement Area 1 consisting of approximately [REDACTED] ± square feet for the purpose of installing and constructing the Improvements within said Easement No.1, and (b) Grantee, and its employees, tenants, licenses and invitees a permanent non-exclusive easement over said Easement Area 1 for vehicular ingress, egress and use to access the parking garage of the Sono Property.

2.2. Easement No. 2. Ramp Easement

Subject to the terms set forth herein, the Grantor does hereby give, convey, grant, bargain, sell and confirm unto (a) Grantee, and its employees, contractors, and subcontractors a permanent non-exclusive easement over Easement Area 2 consisting of approximately [REDACTED] ± square feet for the purpose of installing, constructing, maintaining, repairing and replacing the Improvements within said Easement No. 2, and (b) Grantee, and its employees, tenants, licenses

and invitees a permanent exclusive easement over said Easement Area 2 for vehicular ingress, egress and use to access the second floor garage of the Sono Property, and for temporary non-exclusive passage on and over the sidewalk improvements thereon.

2.3. Easement No. 3. Sidewalk/Landscaping Easement

Subject to the terms set forth herein, the Grantor does hereby give, convey, grant, bargain, sell and confirm unto (a) Grantee and its employees, contractors, and subcontractors a permanent non-exclusive easement over Easement Area 3 consisting of approximately [REDACTED] ± square feet for the purpose of installing, constructing, maintaining, repairing and replacing the Improvements within said Easement No. 3, and (b) Grantee, and its employees, tenants, licenses and invitees a permanent non-exclusive easement over said Easement Area 3 for temporary passage on and over the sidewalk improvements thereon.

3.0. Termination.

The Easements granted herein shall terminate and become null and void in the event that the Grantee has not been issued (a) a temporary Certificate of Occupancy by the Grantor's Chief Building Official for the entire Project by June 30, 2022 and (b) a permanent Certificate of Occupancy for the entire Project upon the earlier of (i) a commercially reasonable time after a temporary Certificate of Occupancy for the entire Project has been issued, or (ii) June 30, 2023.

4.0. General Provision.

The Parties, on behalf of themselves, and their respective successors and assigns, covenant and agree as follows:

4.1. The Grantee shall comply with all provisions of municipal law, state and federal laws and regulations in the exercise of the rights herein granted and shall install and construct the Improvements located in the Easement Areas in accordance with the Approved Plans and applicable City Approvals and City Standards.

4.2. Except as provided herein, the Grantee, at its sole cost and expense, shall be responsible for installing, constructing, maintaining, repairing and replacing the Improvements located within the Easement Areas, and keeping and maintaining said Improvements in clean and good repair safe for public passage. The Grantor shall be responsible for maintaining and repairing the Improvements located within Easement No. 1 at its sole cost and expense.

4.3. During installation and construction of the Improvements located within the Easement Areas, the Grantee shall, at all times, be responsible for maintaining safe conditions for the protection of pedestrian and vehicular traffic and for ensuring the safety of the public in, on and around the Easement Areas. The Grantee shall be entitled to install protective fencing and implement other similar safety measures it deems necessary and appropriate in carrying out this duty upon consent of the Grantee which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Easement Areas shall be kept open to the public for pedestrian and vehicular traffic except for reasonable intermittent periods necessary to complete

the Improvements. The Grantee shall use its best efforts to limit the scope and time periods of closure or other obstructions to pedestrian and/or vehicular traffic, and shall provide prior written notice to the Grantor's Chief Operations and Public Works and the Chief of Police at least seven (7) business days prior to any closure. Grantor may require the posting of signs and reasonable publicity to inform the public of any closures or obstructions, including notices in newspapers with substantial circulation in the City of Norwalk and posting on relevant websites. The Grantee shall coordinate all of its construction and other activities with the Grantor in advance so as to minimize any interference with the ongoing use of the 30 Monroe Street and, to the extent applicable, the public's right of passage throughout the Easement Areas.

4.4. Except for the Improvements, upon completion of the installation and construction of the Improvements located in the Easement Areas or upon termination of this Declaration of Easements, the Easement Areas shall be restored substantially to the same condition said area was in prior to the exercise of the easement rights granted herein at the Grantee's sole cost and expense unless otherwise directed by the Grantor.

4.5. Grantee hereby expressly agrees to at all times indemnify, defend and save harmless the Grantor, and its respective officers, agents and employees, on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses (including reasonable counsel's fees) ("Losses") directly or indirectly arising out of, related to or in connection with any actions or omissions hereunder by the Grantee in connection with this Declaration of Easements, or that of its employees, agents, engineers, contractors, subcontractors, material suppliers, or anyone directly or indirectly employed by or on behalf of the Grantee, except to the extent such Losses are attributable to the Grantor's negligence. The Grantee shall and does hereby assume and agree to pay for the defense of all such Losses. The provisions of this paragraph shall be separate and independent of any other provision or requirement of this Declaration of Easements and shall not be limited by reason of any insurance coverage provided hereunder. This provision shall survive the expiration or termination of any easement or easement rights hereunder.

4.6. Throughout the term of the Easements granted hereunder, Grantee shall, and shall cause its general contractor and material subcontractors working within the Easement Areas to, obtain and maintain the insurance required by the Insurance Rider attached hereto as Schedule B. Such insurance requirements may be reasonably amended from time to time by the Grantor. All required insurance shall be provided at the Grantee's sole cost and expense with evidence of same being given to the Grantor's Corporation Counsel for its approval.

4.7. Except for exclusive easement rights expressly granted herein, the Improvements within the Easement Areas shall at all times be open and made available by the Grantee for use by the general public in perpetuity with rights in the general public to pass and repass over such area as fully as though such area were part of a public right-of-way.

4.8. The Grantor may install and maintain within the Easement Areas any reasonably necessary traffic signalization and signage for public safety provided that Grantor makes reasonable efforts to avoid unreasonably interfering with Grantee's rights hereunder. Any such installation shall be subject to the appropriate City Approvals and any maintenance work shall be at Grantor's sole cost and expense.

4.9. The Grantee and any future holder of any interest in the Easement Areas shall cause any ground lease, grant, or any other transfer of any interest in the Easement Areas to include a provision expressly requiring the lessee, grantee or transferee to comply with the terms of this Easement.

4.10. If required by Grantee's Mortgagee, the Grantor agrees, upon the written request of the Grantee and within a reasonable time thereof (not to exceed 15 days), to confirm to the best of the knowledge of the Grantor that the Grantee is in compliance with all covenants and agreements binding upon the Grantee under this Declaration of Easements, provided such is the case.

4.11. Any notices given pursuant to this Declaration of Easements shall be in writing and shall be deemed to have been properly given when served personally, one (1) business day after sending by overnight delivery using a nationally recognized courier, or three (3) business days after sending by United States registered or certified mail, postage prepaid. Addressed as follows:

To the City: Director of the Department of Public Works
 P.O. Box 5125
 125 East Avenue
 Norwalk, CT 06856

With a copy to: Corporation Counsel, City of Norwalk
 P.O. Box 798
 125 East Avenue
 Norwalk, CT 06856

To Sono: Sono Tod LLC
 c/o Spinnaker Real Estate Partners LLC
 1 North Water Street
 Suite 100
 Norwalk, CT 06854

4.12. The section, subsection, paragraph and/or other headings of this Declaration of Easements are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof. The word "include" or "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation."

4.13. Any provision in this Declaration of Easements that is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The failure by either Party to enforce against the other any term or provision of this Declaration of Easements shall not be deemed to be a waiver of such Party's right to enforce against the other Party by the same or any other such term or provision in the future.

TO HAVE AND TO HOLD the above granted temporary and permanent easements and right of way and the rights and privileges hereinbefore described to the City and Sono, and their successors and assigns.

IN WITNESS WHEREOF, the City of Norwalk has caused these presents to be signed and its seals affixed this _____ day of _____, 2020.

CITY OF NORWALK

Witnesses:

By: _____
Harry Rilling
Its Mayor
Duly Authorized

SONO TOD LLC

Witnesses:

By: _____

Personally appeared, Harry Rilling, who acknowledged himself to be the Mayor of the City of Norwalk, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Norwalk by himself as Mayor, before me.

Personally appeared, Clayton Fowler, who acknowledged himself to be the Manager and sole Member of Sono Tod LLC, a limited liability company, being authorized by Sono Tod LLC to execute the foregoing instrument for the purposes therein contained, by signing the name of Sono Tod LLC by himself in his capacity at Manager and Member of Sono Tod, LLC, before me.

7

SCHEDULE A

Map

SCHEDULE B

Insurance Rider

EXHIBIT 3

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

KNOW YE, that **SONO TOD, LLC**, a Connecticut limited liability company with an address of 1 North Water Street, Suite 100, in the City of Norwalk, County of Fairfield and State of Connecticut (hereinafter referred to as the Grantor) for good and valuable consideration received to its full satisfaction of the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, (hereinafter the Grantee), does hereby give, grant, bargain, sell and confirm unto the said **CITY OF NORWALK**, its successors and assigns, the following permanent non-exclusive sidewalk easement over, under, through and upon a certain parcel of land located in the City of Norwalk, County of Fairfield and State of Connecticut, which parcel of land is more particularly described in Exhibit A attached hereto and incorporated herein, and is depicted and designated as follows:

ALL THAT CERTAIN piece, parcel, or tract of land situated in the City of Norwalk, County of Fairfield and State of Connecticut consisting of _____ square feet, more or less, as more particularly shown on that certain map entitled, "_____", which map is on file in Office of the Town of Norwalk as Map No. _____ (the Subject Property).

SAID PERMANENT SIDEWALK EASEMENT square feet is shown and designated on the map above described, reference to which is hereby made and had for a more particular description of said Easement (the Easement Area).

The parties agree that the area of the Easement and the Subject Property are accurately and completely depicted on the above-described survey map.

The Grantor hereby represents that it is well seized of the Subject Property by virtue of good and legal title.

The non-exclusive right to the Easement Area is conveyed subject to the following conditions:

1. A public sidewalk will be constructed in the Easement Area by the Grantor at its sole cost and expense in compliance with prevailing municipal standards and requirements and shall be made available at all times for use by the general public in perpetuity with rights in the general public to pass and repass over such area.

2. The Grantee may install and maintain on the Easement Area and maintain throughout its existence any reasonably necessary traffic signalization and signage for public safety. Such installation and maintenance work shall be at Grantee's sole cost and expense.

3. The Grantor, at its sole cost and expense, shall have the obligation and responsibility of repairing and maintaining the Easement Area in a commercially reasonable manner so that the same is safe for public passage. Such responsibility shall include, without limitation, the removal of all debris, ice and snow, in accordance with Chapter 95 of the Norwalk Code.

4. Grantor shall not do or permit anything to be done on the Subject Property that will to any extent materially adversely impact or endanger the integrity of the sidewalk in the Easement Area.

5. Grantor and any future holder of any interest in the Subject Property shall cause any lease, grant, or any other transfer of any interest in the Subject Property to include a provision expressly requiring the ground lessee, grantee or transferee to comply with the terms of this Easement. The failure to include such provision shall not adversely affect the validity or applicability to the Subject Property of this grant of Easement.

6. Grantor hereby expressly agrees to at all times indemnify, defend and save harmless the Grantee, and its respective officers, agents and employees, on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses (including reasonable counsel's fees) ("Losses") directly or indirectly arising out of, related to or in connection with any actions or omissions hereunder by the Grantor, its employees, agents, engineers, contractors, subcontractors, material suppliers, or anyone directly or indirectly employed by or on behalf of the Grantee, except to the extent such Losses are attributable to the Grantor's negligence.

6. If any court of competent jurisdiction determines that any provision of this grant of Easement is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case the remaining provisions of this instrument shall remain in full force and effect.

All of the terms, covenants and conditions of this grant of easement shall run with the land and be binding on the Grantor, the Grantor's successors and assigns, and each owner and any other party entitled to possession or use of the Subject Property during such period of ownership or possession.

TO HAVE AND TO HOLD the above granted rights of way and Easement and the rights and privileges hereinbefore described to the said **CITY OF NORWALK**, its successors and assigns forever.

Witnesses' signatures:

SONO TOD, LLC

By: Clayton Fowler
Its Manager
Duly Authorized

STATE OF CONNECTICUT)
)ss.
COUNTY OF FAIRFIELD)

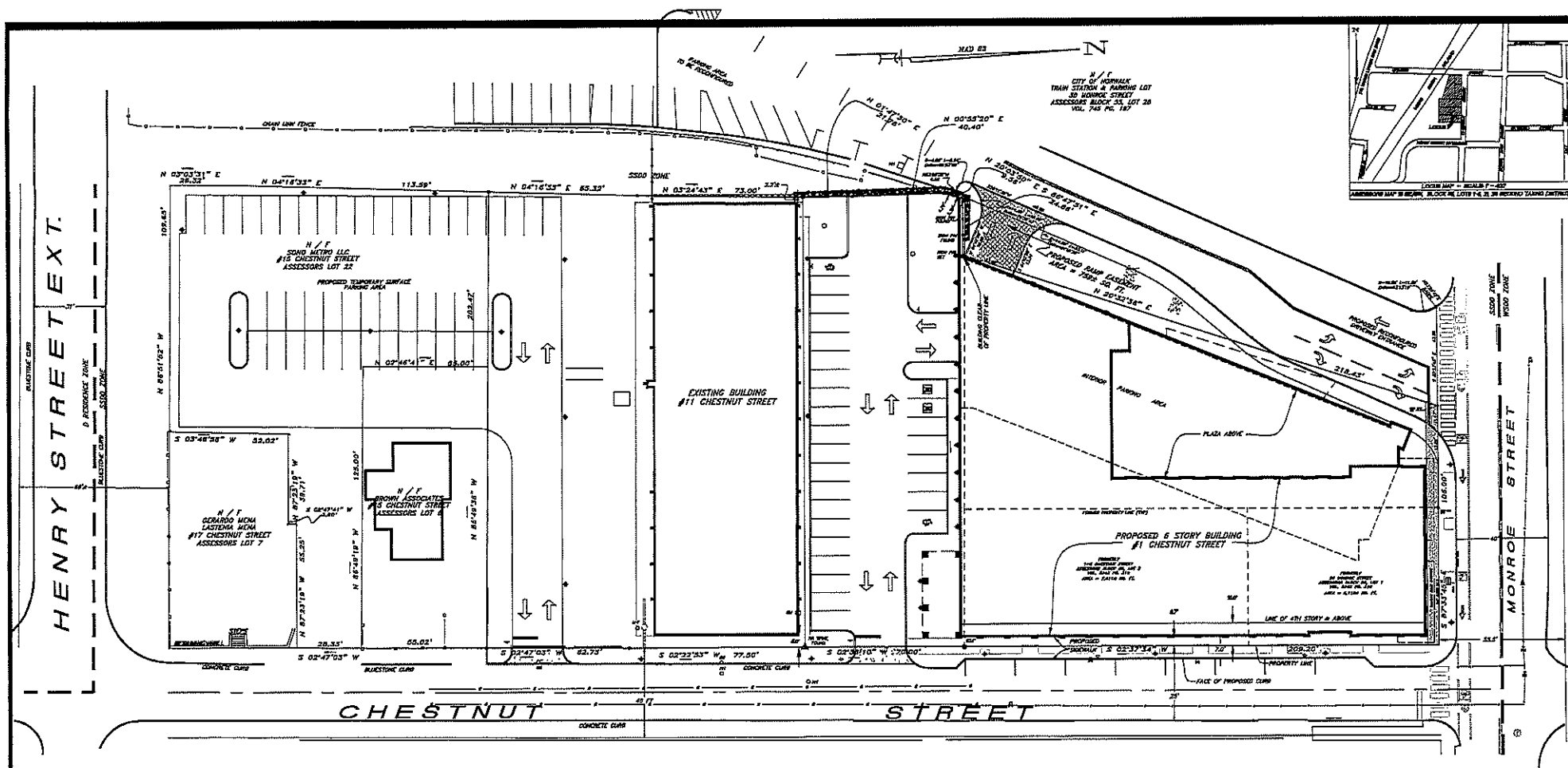
_____, 2020

Personally appeared Clayton Fowler, who acknowledged himself to be the Manager of Sono TOD, LLC, a limited liability company, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Sono TOD, LLC, by himself as Manager, before me.

Notary Public
Commission Expires: _____

EXHIBIT 4

EXHIBIT 5



THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH SECTIONS 30-30B-1 THROUGH 30-30B-30 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - TOWNSHIP STANDARDS OF ACCURACY, COMPLYING AND CERTIFICATION FOR SURVEYS AND MAPS - IN THE STATE OF CONNECTICUT AS ENACTED ON OCTOBER 26, 2010. IT IS AN EASEMENT MAP. THE BOUNDARY INFORMATION CATEGORY OF EACH IS A CATEGORY CONFORMING TO HORIZONTAL ACCURACY CLASS "A" - "F" AND IS INTENDED TO BE USED TO CONVEY A RAMP EASEMENT TO SONO TOD LLC.

THIS SURVEY WAS PREPARED FOR A SPECIFIC PURPOSE. ANY USE OTHER THAN THAT FOR WHICH WAS INTENDED IS A VIOLATION OF THIS INFORMATION AND REMAINS THE PREPARER'S DECLARATORY MAIL AND VOID.

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS MAP VIOLATE THE PREPARER'S DECLARATORY MAIL AND VOID.

INSTRUMENTS NOTED V/L FROM BUILDINGS TO PROPERTY LINES ARE FOR REFERENCE PURPOSES ONLY AND ARE NOT TO BE USED TO ESTABLISH PROPERTY BOUNDARIES.

UNDERGROUND UTILITIES OR ENCROACHMENTS, IF ANY, ARE NOT DETECTED HEREON. REFERENCE IS MADE TO RECORD INSTRUMENTS AS FOLLOWS:

A) QUIT CLAIM DEED RECORDED IN BK. 3158 AT PG. 208 NORWALK LAND RECORDS

B) INQUIRY DEED RECORDED IN BK. 1603 AT PG. 128 NORWALK LAND RECORDS

REFER TO VOL. 3868 PG. 324 NORWALK LAND RECORDS REGARDING EASEMENT FOR SANITARY SEWER AND SLOPE AREA.

REFER TO TYPHOGRAPHIC LOCATION SURVEY AND TOPOGRAPHIC SURVEY PREPARED FOR 24 MONROE STREET, LLC DATED JANUARY 24, 2012 BY CAROLINE DANIELS ENGINEERS & SURVEYORS.

REFERENCE IS MADE TO MAPS OF RECORD AS FOLLOWS: 1901, 4707 637A, 5412, 8445, 8514, 11433, 12486, 12601 & 12616 NORWALK LAND RECORDS.

PROPERTY IS LOCATED IN SONO (SEASIDE STATION BEACH) DISTRICT ZONE.

ALTIMETERS NOTED HEREON ARE BASED ON NAVD 83 VERTICAL DATUM AND CONFORM TO VERTICAL ACCURACY CLASS "Y" - 3.

THE BEAING NOTLAND AND WILDERNESS MAP - NORWALK, CT EFFECTIVE FEBRUARY 1, 2019 DEPICTS NO WETLANDS OR REGULATED AREAS LOCATED ON THESE PROPERTIES.

PROPERTIES APPEAR ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY - FLOOD INSURANCE RATE MAP - COMMUNITY NO. 060022, FLOOD AND 501, SUPPL. 1 - EFFECTIVE DATE JULY 8, 2013 AND ARE DEPICTED AS LIVING OUTSIDE ANY FLOOD BOUNDARY.

PROPERTIES LIE OUTSIDE THE COASTAL AREA MANAGEMENT BOUNDARY AND ANY LEVEL A HAZARDOUS AREA PROTECTION AREA.

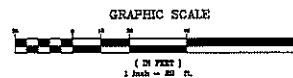
THE UNDERGROUND UTILITIES DEPICTED HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES DEPICTED CORRESPOND TO ALL SUCH UTILITIES IN THE AREA, OTHER THAN IN SERVICE OF ADJACENT PROPERTIES. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES DEPICTED ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

PRIOR TO DETERMINING THE EXACT LOCATION OF THE UTILITIES SHOULD BE CONFIRMED WITH "CALL BEFORE YOU DIG" @ 1-800-482-4843 AND/OR THE RESPECTIVE UTILITY COMPANIES.

THIS PLAN IS NOT A SUBDIVISION NOR A RECONSTRUCTION UNDER THE TERMS OF CHAPTER 8-18 OF THE CONNECTICUT GENERAL STATUTES AS AMENDED.

REFER TO ARCHITECTURAL PLANS TITLED "SONO TOD - BUILDING A" PREPARED BY SEYMOUR & ASSOCIATES, 1 WILSON STREET, S. NORWALK, CT DATED 07-21-2018 AND REVISIONS TO 08-22-2018.

NOTES TO SITE PLANS PREPARED BY SEYMOUR & ASSOCIATES, LLC, 24 BROADWAY, NORTH HAVEN, CT, DATED 07-25-2018 REVISED TO 10-10-2018.



EASEMENT MAP
DEPICTING PROPOSED RAMP EASEMENT
OVER LAND OF
THE CITY OF NORWALK
30 MONROE STREET
PREPARED FOR
SONO TOD LLC
1 CHESTNUT STREET
NORWALK, CONNECTICUT

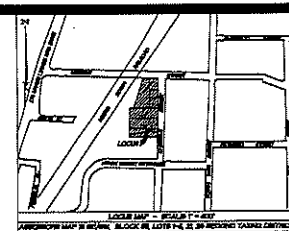
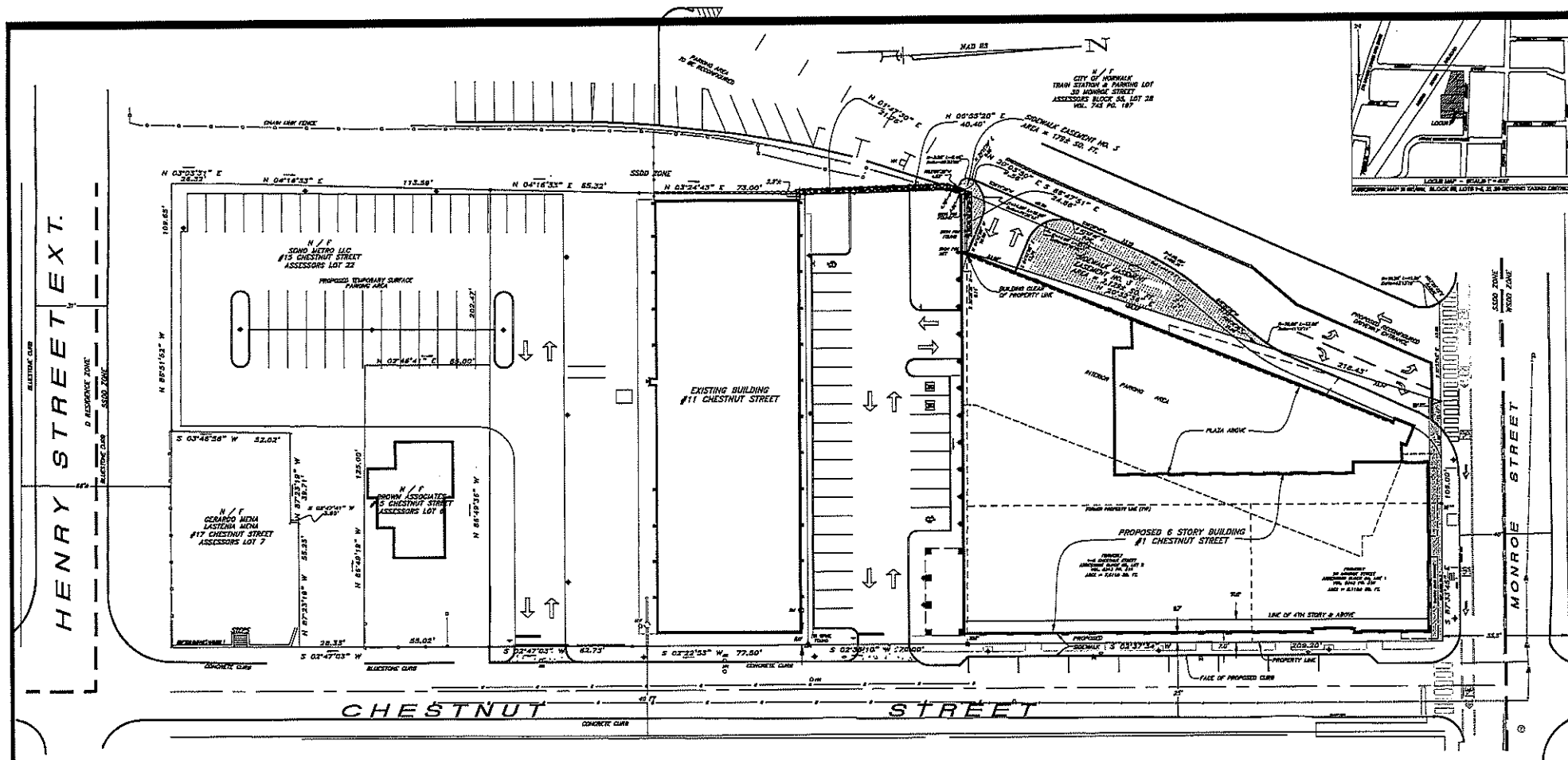
SCALE: 1" = 20 FT. NOVEMBER 24, 2020

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©

TO ANY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

Jeffrey W. Seymour CT PLS #10003
18-1621 PROPOSED EASEMENT.DWG

EXHIBIT 6



THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH SECTIONS 30-30B-1 THROUGH 30-30B-26 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - "STANDARD STANDARDS OF ACCURACY, CONTENTS AND CONVEYANCE FOR SURVEYS AND MAPS" IN THE STATE OF CONNECTICUT AS AMENDED ON OCTOBER 26, 2016.

IT IS AN EASEMENT MAP, THE READABLE EXTENT OF WHICH IS A RECONSTRUCTION OF THE EXISTING EASEMENT CLASS "A" - "S" AND IS INTENDED TO BE USED TO CONVEY TEMPORARY CONSTRUCTION EASEMENTS TO SONO TOD LLC.

THIS SURVEY WAS PREPARED FOR A SPECIFIC PURPOSE. ANY USE OTHER THAN THAT FOR WHICH IT WAS INTENDED IS A VIOLATION OF THIS INFORMATION AND REQUIRES THE PROPRIETARY DECLARATION HEREIN AND 1064.

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS MAP VIOLATES THE PROPRIETARY DECLARATION HEREIN AND 1064.

REMARKS: NOTED - "J" FROM BUILDINGS TO PROPERTY LINES ARE FOR REFERENCE PURPOSES ONLY AND ARE NOT TO BE USED TO ESTABLISH PROPERTY BOUNDARIES.

UNDERGROUND IMPROVEMENTS OR ENHANCEMENTS, IF ANY, ARE NOT DEPICTED HEREIN. REFERENCE IS MADE TO RECORD INSTRUMENTS AS FOLLOWS:

A) CHAT CLAIM DEED RECORDED IN BK 3159 AT PG. 309 NORWALK LAND RECORDS.

B) WARRANTY DEED RECORDED IN BK 1839 AT PG. 138 NORWALK LAND RECORDS.

REFER TO VOL. 3258 PG. 324 NORWALK LAND RECORDS REGARDING EASEMENT FOR SANITARY SEWER AND SLURRY AREA.

REFER TO SURVEY LOCATION SURVEY AND TEMPORARY SURVEY PREPARED FOR SONO TOD LLC, DATED JANUARY 24, 2013 BY CONTACTS DANIELS ENGINEERS & SURVEYORS.

REFERENCE IS MADE TO MAPS OF RECORD AS FOLLOWS: 1901, 4157, 3379, 3442, 3443, 4032, 11454, 12436, 12437 & 12438 NORWALK LAND RECORDS.

PROPERTY IS LOCATED IN S200 (SONO STATION DESIGN DISTRICT) ZONE.

ELEVATIONS NOTED HEREIN ARE BASED ON NAD 83 METRIC DATUM AND CONFORM TO METRIC ASSOCIATION CLASS "Y" - "J".

THE INLAND WETLAND AND WILDERNESS MAP - NORWALK, CT, EFFECTIVE FEBRUARY 1, 2010 SHOWS NO WETLANDS OR REGULATED AREAS LOCATED ON THESE PROPERTIES.

INFORMED AGENCIES ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY - FLOOD INSURANCE RATE MAP - COMMUNITY NO. 03002, PHASE NO. 231, SURVEY C - EFFECTIVE DATE MAY 4, 2015 AND ARE DEPICTED AS LIVING OUTSIDE ANY 100 YEAR FLOOD BOUNDARY.

PROPOSED LOT OUTSIDE THE COASTAL AREA MANAGEMENT BOUNDARY AND ANY LEVEL A HAZARD ZONING PROTECTION AREA.

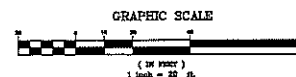
THE UNDERGROUND UTILITIES DEPICTED HEREIN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES DEPICTED COMPARE TO ALL SUCH UTILITIES IN THE AREA, OTHER IN ABSENCE OF ADEQUATE RECORDS. THE SURVEYOR PARTIES DO NOT WARRANT THAT THE UNDERGROUND UTILITIES DEPICTED ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE BELIEVES THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR DOES NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

PRIOR TO EXCAVATION THE EXACT LOCATION OF THE UTILITIES SHOULD BE CONFIRMED WITH CALL BEFORE YOU DIG® 1-800-483-4433 AND/OR THE RESPECTIVE UTILITY COMPANY.

THIS PLAN IS NEITHER A SURVEYORSHIP NOR A RECONSTRUCTION UNDER THE TERMS OF CHAPTER 8-16 OF THE CONNECTICUT GENERAL STATUTES AS AMENDED.

REFER TO ARCHITECTURAL PLANS TITLED "SONO METRO - BUILDING A" PREPARED BY REMPEL ARCHITECTURE, 1 WASHINGTON STREET, S. NORWALK, CT 06850 07-34-2016 AND REVISION 04-22-2016.

REFER TO SITE PLANS PREPARED BY COOPER-NORWALK ASSOCIATES, LLC, 28 BRADSHAW NORTH HAVEN CT, DATED 03-20-2012 REVISION 10-12-2016.



EASEMENT MAP
DEPICTING PROPOSED SIDEWALK EASEMENTS
OVER LAND OF
THE CITY OF NORWALK
30 MONROE STREET
PREPARED FOR
SONO TOD LLC
1 CHESTNUT STREET
NORWALK, CONNECTICUT
SCALE: 1" = 20 FT. NOVEMBER 24, 2020

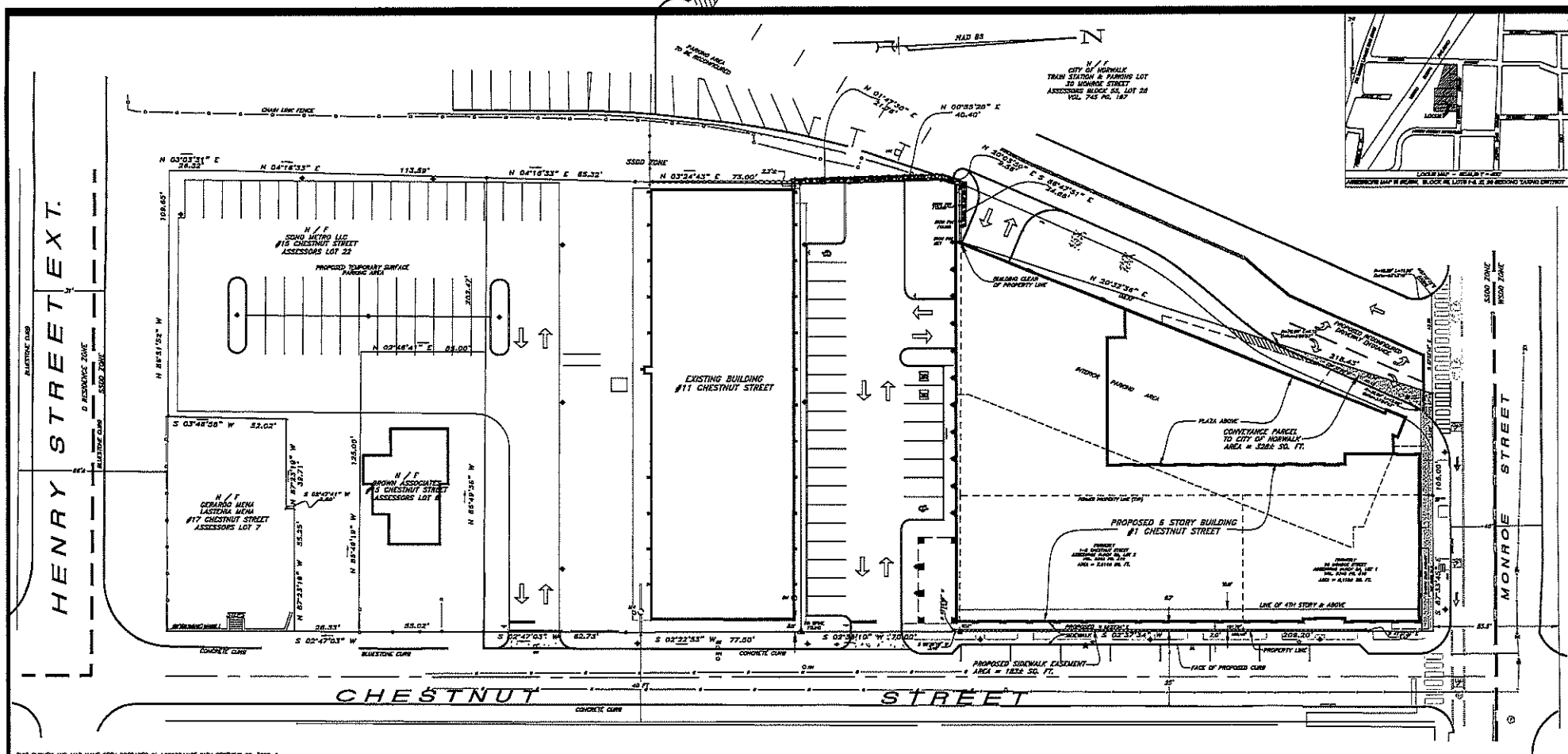
WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS
SUBSTANTIALLY CORRECT AS NOTED HEREIN.

William W. Seymour
CT PLS #00016
10-141PL-PROPOSED EASEMENT

EXHIBIT 7

EXHIBIT 8



THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300B-1 THROUGH 20-300B-20 OF THE REGULATION OF CONVEYANCE STATE AGENCIES - STANDARD STANDARDS OF ACCURACY, CONTENT AND CERTIFICATION FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ADOPTED ON OCTOBER 25, 2016. IF IT IS A COMPLETION PLAN CONFORMING TO HORIZONTAL ACCURACY CLASS 1 AND CLASS 2 - 2.5 METERS, THE CONVEYANCE PARCEL AND IS INTENDED TO BE USED TO DETERMINE THE POSITION OF EXISTING OR PROPOSED IMPROVEMENTS WITH RESPECT TO ADJACENT MANHOLES, UTILITY LOCATIONS, ETC. IN ORDER TO OBTAIN ADEQUATE INFORMATION OF CONFORMANCE WITH SAID REGULATIONS.

THIS SURVEY WAS PREPARED FOR A SPECIFIC PURPOSE. ANY USE OTHER THAN FOR THAT WHICH WAS INTENDED IS A VIOLATION OF THIS INFORMATION AND RENDERS THE PREPARED DECLARATION NULL AND VOID.

UNAUTHORIZED ALTERATION OR ADDITION TO THIS MAP RENDERS THE PREPARED DECLARATION NULL AND VOID.

UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORDS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPREHENSIVE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

PRIOR TO EXCAVATION THE EXACT LOCATION OF THE UTILITIES SHOULD BE CONFIRMED BY CALLING 811 OR BY OTHER MEANS AND BY THE RESPECTIVE UTILITY COMPANIES.

THIS PLAN IS INTENDED TO BE USED AS A RECORDATION UNDER THE TERMS OF CHAPTER 2-18 OF THE CONVEYANCE RECORD STATUTES AS AMENDED.

REFER TO ARCHITECTURAL PLANS TITLED "SONO METRO - BUILDING A" PREPARED BY BENTLEY ARCHITECTURE, 1 MARSHALL STREET, NORWALK, CT, DATED 02-24-2016 AND REVISED TO 04-05-2016.

REFER TO SITE PLANS PREPARED BY COOPER-NORWALK ASSOCIATES, LLC, 26 BROADWAY, NORTH HAVEN, CT, DATED 02-23-2016 AND 02-24-2016.

ELEVATIONS NOTED HEREON ARE BASED ON NAVD 83 VERTICAL DATUM AND CONFORM TO HORIZONTAL ACCURACY CLASS 2 - 2.5 METERS.

THE BEAVER METRO AND WINDMILL MAP - NORWALK CT EFFECTIVE FEBRUARY 1, 2010, COPIES NO INSTANCE OF REGULATED AREAS LOCATED ON THESE PROPERTIES.

PROPERTIES APPEAR ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY - FLOOD INSURANCE RATE MAP - COMMUNITY NO. 0601, PHASE NO. 01, SHEET 5 - EFFECTIVE DATE JULY 8, 2015 AND ARE DEPICTED AS LIVING OUTSIDE ANY FLOOD ZONE.

PROPERTIES ARE OUTSIDE THE COASTAL AREA MANAGEMENT BOUNDARY AND ANY LEVEL A HAZARDOUS MATERIAL PRODUCTION AREA.

THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORDS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPREHENSIVE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

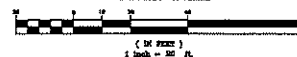
PRIOR TO EXCAVATION THE EXACT LOCATION OF THE UTILITIES SHOULD BE CONFIRMED BY CALLING 811 OR BY OTHER MEANS AND BY THE RESPECTIVE UTILITY COMPANIES.

THIS PLAN IS INTENDED TO BE USED AS A RECORDATION UNDER THE TERMS OF CHAPTER 2-18 OF THE CONVEYANCE RECORD STATUTES AS AMENDED.

REFER TO ARCHITECTURAL PLANS TITLED "SONO METRO - BUILDING A" PREPARED BY BENTLEY ARCHITECTURE, 1 MARSHALL STREET, NORWALK, CT, DATED 02-24-2016 AND REVISED TO 04-05-2016.

REFER TO SITE PLANS PREPARED BY COOPER-NORWALK ASSOCIATES, LLC, 26 BROADWAY, NORTH HAVEN, CT, DATED 02-23-2016 AND 02-24-2016.

GRAPHIC SCALE



COMPILE PLAN
DEPICTING CONVEYANCE PARCEL
TO BE CONVEYED TO

THE CITY OF NORWALK

BY

SONO TOD LLC

1 CHESTNUT STREET

NORWALK, CONNECTICUT

SCALE: 1" = 20 FT.

NOVEMBER 24, 2020

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS & ZONING & LAND USE CONSULTANTS
170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

W. Seymour & Associates, P.C. CT PL 3 07000

18-11111-PROPOSED CASEMENT/CONVEYANCE

MEMORANDUM

TO: Anthony Car, Chief of Operation and Public Works
Vanessa Valadares, Principal Engineer
Kathy Hebert, Director of Transportation, Mobility and Parking

FROM: Darin L. Callahan, Assistant Corporation Counsel

CC: Laoise King, Chief of Staff

DATE: July 30, 2020

RE: Walkbridge Easement Offers

.....

The State of Connecticut Department of Transportation ("DOT") wishes to obtain certain easements over the following City of Norwalk ("City") owned land: **185 Liberty Square, 30 Monroe Street, and 15 & 60 South Smith Street**. The nature of each easement and compensation offered therefor is set forth below followed by the recommended authorization to approve each easement.

185 Liber Square (DOT File No. 301-176-046): The DOT has offered \$4,025.00 for a permanent 4,016 sq. ft. compensatory wetland mitigation easement within the easement areas set forth in the survey map attached hereto as Exhibit 1.A. A copy of the associated Offer letter is attached as Exhibit 1.B. Our appraiser (Peter Vimini, MAI) has informally reviewed the DOT submissions, including, without limitation, the applicable survey, appraisal prepared by the DOT, and the draft easement language and has indicated that the compensation offered is fair and reasonable.

I raised the following issues with DOT regarding the requested easements: The DOT is seeking permanent easement, however, it is my understanding that a permanent easement is not necessary. Based on my conversation with DOT, the easement is needed through completion of the Walkbridge project plus an additional ten (10) years. DOT's position is that this easement should be permanent nonetheless. Given that we have received the DOT's response to the above references issue, and that the State of Connecticut has eminent domain power, I see no reason why to delay putting this matter through the public approval process.

Recommended Process and Authorization: This matter needs to be approved by the DPW Committee, the Planning Commission (for consistency with the City's Plan of Conservation and Development only), and the Common Council.

- 1.a. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to convey a 4,016± sq. ft. perpetual compensatory wetland mitigation easement to the State of Connecticut as show on survey map entitled: "TOWN OF NORWALK MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION WALK RAILROAD BRIDGE REPLACEMENT SCALE 1"=20' JANUARY 2020 MARK

D. ROLFE, P.E. CHIEF ENGINEER – BUREAU OF ENGINEERING AND CONSTRUCTION", Town No. 102, Project No. 301-176, Serial No. 46, Sheet 1 of 1.

- 1.b. Referral of item 1.a. to the Planning Commission for a Report and Recommended Action pursuant Conn Gen. Stat. § 8-24.

15 & 60 South Smith Street (DOT File No. 301-176-012B): The DOT has offered \$50,100.00 for a 633± sq. ft. perpetual compensatory wetland mitigation together with 8,579± sq. ft. access easement to access the mitigation easement area within the easement areas set forth in the survey map attached hereto as Exhibit 2.A. A copy of the Offer letter Exhibit 2.B. Our appraiser has informally reviewed the DOT submission, including, without limitation, the applicable survey, appraisal performed by DOT, and the draft easement language and has indicated that the compensation offered is fair and reasonable.

I raised the following issues with DOT regarding the requested easements: Same issues raised relative to the 185 Liberty Square easement.

Recommended Process and Authorization: This matter needs to be approved by the DPW Committee, the Planning Commission (for consistency with the City's Plan of Conservation and Development only), and the Common Council.

- 1.a. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to convey a 633± sq. ft. perpetual compensatory wetland mitigation together with 8,579± sq. ft. access easement to the State of Connecticut as show on survey map entitled: "TOWN OF NORWALK MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION WALK RAILROAD BRIDGE REPLACEMENT SCALE 1" = 40' JANUARY 2020 MARK D. ROLFE, P.E. CHIEF ENGINEER – BUREAU OF ENGINEERING AND CONSTRUCTION", Town No. 102, Project No. 301-176, Serial No. 12B, Sheet 1 of 1
- 1.b. Referral of item 1.a. to the Planning Commission for a Report and Recommended Action pursuant Conn Gen. Stat. § 8-24.

30 Monroe Street (DOT File No. 301-176-047): The DOT has offered \$117,400.00 for a 1,553± sq. ft. temporary construction easement together with \$176,300.00 for a 6,530± sq. ft. temporary access easement to access the construction easement area as located in the survey map attached hereto as Exhibit 3.A. A copy of the Offer letter is attached hereto as Exhibit 3.B. Our appraiser has informally reviewed the DOT submission, including, without limitation, the applicable survey, appraisal performed by DOT, and the draft easement language and has indicated that the compensation offered is fair in reasonable with the caveat identified below.

I raised the following issues with DOT regarding the requested easements: The appraisal valued the easement on the assumption of the 6 year construction period. However, as proposed, the easement will encumber the property until construction is completed. As such, I requested that

the DOT modify the proposed easement to a definite term consistent with the appraisal assumption so that the City could obtain additional compensation in the event that the project takes more than 6 years. The DOT is not willing to limit the term of the easement or otherwise provide additional compensation at this time. Given that we have received the DOT's response to the above referenced issue, and that the State of Connecticut has eminent domain power, I see no reason why to delay putting this matter through the public approval process.

Recommended Process and Authorization: This matter needs to be approved by the DPW Committee, Parking Authority, Planning Commission (for consistency with the City's Plan of Conservation and Development only), and the Common Council.

- 1.a. Authorize the Mayor, Harry W. Rilling to execute any and all documents to convey a 1,553± sq. ft. temporary construction easement and a 6,530± sq. ft. temporary access easement to the State of Connecticut as show on survey map entitled: "TOWN OF NORWALK MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION WALK RAILROAD BRIDGE REPLACEMENT SCALE 1" =20' JANUARY 2020 MARK D. ROLFE, P.E. CHIEF ENGINEER – BUREAU OF ENGINEERING AND CONSTRUCTION", Town No. 102, Project No. 301-176, Serial No. 47, Sheet 1 of 1, Revised 3/31/20.
- 1.b. Referral of item 1.a. to the Planning Commission for a Report and Recommended Action pursuant Conn Gen. Stat. § 8-24.

If you have any question or concerns, I would be pleased to answer the same at a time of your convenience.

EXHIBIT 1.A.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860-594-2476)

May 7, 2020

91 7199 9991 7038 3144 1591

CERTIFIED MAIL

The Honorable Harry W. Rilling
Mayor
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Dear Mayor Rilling:

Subject: File No.: 301-176-046
Owner(s): City of Norwalk
Town: Norwalk

The State of Connecticut Department of Transportation (Department) is now acquiring property for the Project known as Walk Railroad Bridge Replacement. In connection therewith, we enclose our map dated January, 2020 detailing the proposed acquisition.

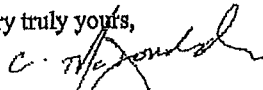
The State's offer of compensation, as evidenced by the enclosed offer letter, is \$4,025.00. This offer is based upon an appraisal prepared by the Division of Rights of Way.

As is standard of real estate acquisitions of this type, the conveyance of "good and sufficient title" is required from the owners of record. Should the Department's title examination of your property reflect encumbrances that prohibit the transfer of adequate title, your assistance will be required. In this regard, a copy of our title reports cover page is enclosed for your review and comment.

If the offer is acceptable, please execute the enclosed acceptance agreement and W-9 form and return them to my attention. You may keep the page marked "duplicate copy" for your records. Oral representations or promises made during the negotiation process are not binding on the Department.

I am available to meet with you to review the offer, the construction plans, and answer any questions you may have. Please contact me at the above telephone number or address no later than June 8, 2020.

Very truly yours,


Colin B. McDonald
Acquisition/Relocation Section
Division of Rights of Way

Enclosures

bcc: Workflow File
Acquisition/Relocation

Cover Letter Rev. 5/01/2018



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

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

Phone: (860) 594-2476



OWNER: City of Norwalk

PROPERTY FILE NO. 301-176-046

ADDRESS: 185 Liberty Square

TOWN: Norwalk

Pursuant to Connecticut General Statute(s) and as required for the project known as Walk Railroad Bridge Replacement, the Commissioner of Transportation finds it necessary to acquire from you the following property rights as described on the attached map dated January 2020.

Compensation payable to you for the proposed acquisition and all legal damages to any remainder is as follows:

Value of Mitigation Easement	\$4,025.00 (RD)
------------------------------	-----------------

Total Compensation	\$4,025.00
--------------------	------------

The above represents an offer of just compensation for the property rights as developed by the Division of Rights of Way. Should you wish to accept this offer, please review and execute page two of this offer letter.

If you have any questions regarding this matter, please contact Colin B. McDonald at the telephone number or address shown above.

Very truly yours,

James I. Mason
Transportation Principal Property Agent
Connecticut Department of Transportation

Attachment: Taking Map
bcc: Workflow File

Offer Letter Rev. 11/01/17

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Property File No.: 301-176-046

Owner Name: City of Norwalk

Acceptance Agreement

It is understood that you agree to the State's offer in the amount of \$4,025.00. The following shall apply:

- The above award is in full settlement for all real property rights acquired and constitutes a full and final payment for any and all loss of value caused by this acquisition.
- This acquisition is in accordance with C.G.S. Sec.13a-73(c), 13b-36(a) & 13a-79; as applicable.
- This agreement is subject to final approval(s) in accordance with C.G.S. Sec. 13a-73(h)
- Pending the delivery of good and sufficient title, an Immediate Right of Entry is hereby granted to the State of Connecticut, and/or its agents to proceed with the construction of the subject project.
- Payment(s) will be made by check issued from the Treasurer of the State of Connecticut to the property owner and/or mortgagee (if applicable) at the time of closing.
- The owner agrees to assist in the securing of good and sufficient title and agrees to convey the same by instrument prepared by the Department.

Owner's Legal Signature

Date

Owner's Legal Signature

Date

James I. Mason, Transportation Principal Property Agent Date

State Properties Review Board

Date

FOR INTERNAL USE ONLY

revised: 11/01/17

Invoice Date: _____ Invoice #: _____

CORE P.O. #: _____ CORE Receipt #: _____

Payee: (Name & Address)

Payee's EIN/SSN:

--

Invoice Amount:

\$4,025.00

Property Location:

185 Liberty Square, Norwalk, CT 06855

Coded By: _____ Reviewed By: _____ Date: _____

FUND	SID	DeptID	Project No.	Activity	Source Type	Account	Parcel No.	Detail Amount
13033	41390	DOT57125	DOT03010176RW	RW0000	RW201	55470	046	\$4,025.00

RECEIVED CHECK NO. _____

DATE _____

IN THE AMOUNT OF \$ _____

BY _____

IN PAYMENT OF ABOVE.

EXHIBIT 1.B.



2. THIS COMPLETION PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF CONNECTICUT STATE ADOLESCENTS' SUCCESSION ACT, 20-280(a) THROUGH 20-280(d), AND THE TECHNICAL STANDARDS OF APLACIDE CONTINUED CARE HOMES, INC. (APLACIDE) FOR THE PROTECTION OF THE STATE. BY CONFORMING TO CLASS A, APLACIDE IS INTENDING TO INSURE THE LIMITS OF THE PROPERTY TRANSACTION AS NOTED HEREIN. THIS PLAN HAS BEEN COMPILED AND REDUCED TO SCALE AND THE DIMENSIONS THEREOF HAVE BEEN VERIFIED. IT IS NOT TO BE CONSIDERED AS HAVING BEEN NECESSARILY OBTAINED AS THE RESULT OF A FIELD SURVEY AND IS SUBJECT TO SUCH CHANGE AS AN ADEQUATE FIELD SURVEY MAY DEMAND.
3. THE BOUNDARIES AND PROPERTY LINE EVIDENCE DERIVED ARE BASED UPON THE SURVEY AND MEASUREMENTS AND/OR ADJACENT SURVEYS AND RECORDS. THESE INTERDEPENDENT BOUNDARIES DO NOT REPRESENT THE PROFESSIONAL OPINION OF THE LANDSCAPER.
4. SUPPLEMENTARY TOPOGRAPHY COMPILED FROM 2016 SURVEY DATA ON FILE.

1. CORRAL LOCATION SURVEY PREPARED BY CONEDDY DISTRICT 2.
SCALE 1"=20' DATED FEB-27-1928, ADJUTANT
NAME: JAMES W. MONTAGNA, MAPS & PLANS DIVISION
2. CONADNEY CONSTRUCTION PROJECT NO. 267-17'S ENTITLED:
"MULE RAILROAD BRIDGE RECONSTRUCTION"
3. VOL. 331A, PG. 237 (O.C.)
4. VOL. 333, PG. 889 (O.C.)
5. CONADNEY FILE #16-12-124
6. MAP ENTITLED "DESIGN PLAN FOR WASHINGTON STREET BRIDGE,
NORWICH CT., SCALE 1"=40', DATED RECEIVED SEPTEMBER 4, 1918
MAP NO. 35 (O.C.)
7. ADJUTANT MAP ENTITLED "MAP PREPARED FOR THIRD EDITION
OF THE CITY OF NORWICH, NORWICH CONNECTICUT,
SCALE 1"=30', DATED 30TH DEC, 1908
MAP NO. 1861A (O.C.)

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS
SUBSTANTIALLY CORRECT AS A WORLD MAP.

SCALE IN FEET

DATE	REVISION	REQ.

MS #1802

BY	TOWN NO. <u>187</u>	
	PROJECT NO. <u>387-178</u>	<u>CHRISTY LAUREY, P.I.S.</u>
	SERIAL NO. <u>48</u>	TITLE <u>MASS - BIRTH, CHRISTIAN</u>
	SHEET <u>5</u> OF <u>3</u>	DATE _____

TOWN OF NORWALK
MAP SHOWING EASEMENT ACQUIRED FROM
CITY OF NORWALK

THE STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

WALK RAILROAD BRIDGE REPLACEMENT

SCALE 1"=20' JANUARY 202

MARK D. ROLFE, P.E.

EXHIBIT 3.A.

EXHIBIT 2.A.

EXHIBIT 2.B.

(860) 594-2576

April 9, 2020

91 7199 9991 7038 3167 4241

CERTIFIED MAIL

The Honorable Harry W. Rilling
Mayor
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Dear Mr. Rilling:

Subject: File No.: 301-176-012B
Owner(s): City of Norwalk
Town: Norwalk

The State of Connecticut Department of Transportation (Department) is now acquiring property for the Walk Railroad Bridge Replacement. In connection therewith, we enclose our map dated January 2020, detailing the proposed acquisition.

The State's offer, as evidenced by the enclosed offer letter, is \$50,100.00. This offer is based upon an appraisal as prepared by a licensed real estate appraiser. A copy of the State's appraisal will be made available upon request.

As is standard of real estate acquisitions of this type, the conveyance of "good and sufficient title" is required from the owners of record. Should the Department's title examination of your property reflect encumbrances that prohibit the transfer of adequate title, your assistance will be required. In this regard, a copy of our title reports cover page is enclosed for your review and comment.

If the offer is acceptable, please execute the enclosed acceptance agreement and W-9 form and return them to my attention. Kindly include a resolution or other documentation indicating the person(s) authorized to sign on behalf of the City of Norwalk. You may keep the page marked "duplicate copy" for your records. Oral representations or promises made during the negotiation process are not binding on the Department.

Due to the ongoing concerns centered on the Coronavirus (COVID -19), Department personnel have been encouraged to implement social distancing measures in an effort to reduce the spread of the disease.

That said, our goal is to maintain, as much as possible, business as usual for the citizens of the State. Should you have any questions please call me at (860)594-2576 or email me at andrew.silva@ct.gov directly. If you wish to schedule a meeting, please let me know and I will do what I can to accommodate your request.

Very truly yours,

Andrew Silva

Andrew Silva
Acquisition/Relocation Section
Division of Rights of Way

Enclosures

bcc: Workflow File
Acquisition/Relocation
Cover Letter EOC Rev. 3/17/2020

(860) 594-2576

OWNER: City of Norwalk

PROPERTY FILE NO. 301-176-012B

ADDRESS: 15 and 60 South Smith Street

TOWN: Norwalk

Pursuant to Connecticut General Statute(s) and as required for the Walk Railroad Bridge Replacement. The Commissioner of Transportation finds it necessary to acquire from you the following property rights as described on the attached map; dated January 2020.

Compensation payable to you for the proposed acquisition and all legal damages to any remainder is as follows:

Value of Defined Access Easement:	\$48,900.00 (rounded)
Value of Mitigation Easement "A" & "B":	\$1,200.00 (rounded)
Total Compensation:	\$50,100.00

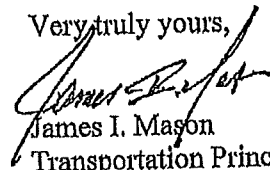
Building, structure and other improvements: *N/A

Tenant owned improvements not covered in offer: N/A

The above represents an offer of just compensation for the property rights as developed by the Division of Rights of Way. Should you wish to accept this offer, please review and execute page two of this offer letter.

If you have any questions regarding this matter, please contact Andrew Silva at the telephone number or address shown above.

Very truly yours,



James I. Mason
Transportation Principal Property Agent
Connecticut Department of Transportation

Attachment: Taking Map
bcc: Workflow File

Offer Letter Rev. 11/01/17

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Property File No.: 301-176-012B

Owner Name: City of Norwalk

Acceptance Agreement

It is understood that you agree to the State's offer in the amount of \$50,100.00. The following shall apply:

- The above award is in full settlement for all real property rights acquired and constitutes a full and final payment for any and all loss of value caused by this acquisition.
- This acquisition is in accordance with C.G.S. Sec. 13a-73(c), 13b-36(a) & 13a-79; as applicable.
- This agreement is subject to final approval(s) in accordance with C.G.S. Sec. 13a-73(h)
- Pending the delivery of good and sufficient title, an Immediate Right of Entry is hereby granted to the State of Connecticut, and/or its agents to proceed with the construction of the subject project.
- Payment(s) will be made by check issued from the Treasurer of the State of Connecticut to the property owner and/or mortgagee (if applicable) at the time of closing.
- The owner agrees to assist in the securing of good and sufficient title and agrees to convey the same by instrument prepared by the Department.

Owner's Legal Signature _____

Date _____

Owner's Legal Signature _____

Date _____

James I. Mason, Transportation Principal Property Agent Date _____

State Properties Review Board _____

Date _____

revised: 11/01/17

FOR INTERNAL USE ONLY

Invoice Date: _____ Invoice #: _____ CORE P.O. #: _____ CORE Receipt #: _____

Payee: (Name & Address)

Payee's FEIN/SSN: _____

Invoice Amount:

\$50,100.00

Property Location:

15 and 60 South Smith Street, Norwalk CT 06855

Coded By: _____ Reviewed By: _____ Date: _____

FUND	SID	DeptID	Project No.	Activity	Source Type	Account	Parcel No.	Detail Amount
13033	41390	DOT57125	DOT03010176RW	RW0000	RW201	55470	012B	\$50,100.00

RECEIVED CHECK NO. _____

DATE _____

IN THE AMOUNT OF \$ _____

BY _____

IN PAYMENT OF ABOVE.

DUPLICATE

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Property File No.: 301-176-012B

Owner Name: City of Norwalk

Acceptance Agreement

It is understood that you agree to the State's offer in the amount of \$50,100.00. The following shall apply:

- The above award is in full settlement for all real property rights acquired and constitutes a full and final payment for any and all loss of value caused by this acquisition.
- This acquisition is in accordance with C.G.S. Sec. 13a-73(c), 13b-36(a) & 13a-79; as applicable.
- This agreement is subject to final approval(s) in accordance with C.G.S. Sec. 13a-73(h)
- Pending the delivery of good and sufficient title, an Immediate Right of Entry is hereby granted to the State of Connecticut, and/or its agents to proceed with the construction of the subject project.
- Payment(s) will be made by check issued from the Treasurer of the State of Connecticut to the property owner and/or mortgagee (if applicable) at the time of closing.
- The owner agrees to assist in the securing of good and sufficient title and agrees to convey the same by instrument prepared by the Department.

Owner's Legal Signature

Date

Owner's Legal Signature

Date

James I. Mason, Transportation Principal Property Agent Date

State Properties Review Board

Date

revised: 11/01/17

FOR INTERNAL USE ONLY

Invoice Date: _____ Invoice #: _____ CORE P.O. #: _____ CORE Receipt #: _____

Payee: (Name & Address)

Payee's FEIN/SSN:

Invoice Amount:

--

\$50,100.00

Property Location:

15 and 60 South Smith Street, Norwalk CT 06855

Coded By: _____ Reviewed By: _____ Date: _____

FUND	SID	DeptID	Project No.	Activity	Source Type	Account	Parcel No.	Detail Amount
13033	41390	DOT57125	DOT03010176RW	RW0000	RW201	55470	012B	\$50,100.00

RECEIVED CHECK NO. _____
IN THE AMOUNT OF \$ _____
IN PAYMENT OF ABOVE.

DATE _____

BY _____



1. SPECIAL LOCATION SURVEY PROVIDED BY CONHOIST DISTRICT 2
PROJECT NO. 38-01-06-04 FILED BY 82 3M 87N 80W
WALK BRIDGE REPLACEMENT PINCHES CULVERT
2. CONHOIST CONSTRUCTION PROJECT NO. 38-11-17N INTITLED:
"WALK BRIDGE BRIDGE REPLACEMENT"
3. VOL. 342 PG. 387 (PG.)
4. VOL. 577 PG. 332 (PG.)
5. CONHOIST INC. FILE (D0398446-0001)
6. CONHOIST INC. FILE 162-757-18
7. CONHOIST HARBOR MAP NO. 34-02-38
8. MAP INTITLED "MAP OF ADJUT HARBOR HARBOR STADIUM PROPERTY
LOCATED AT ADJUT HARBOR HARBOR STADIUM, PROHIBITED FOR CITY
OF PORTLAND, MAINE DATED OCTOBER 2, 1998"
9. MAP INTITLED "NEW YORK BRIDGE WITH A HARBOR GARDEN LAND
ASSAULT A HARBOR GARDEN LAND ASSAULT, CONHOIST, CO.
IS COMBINED TO HARBOR AND ADJUT HARBOR, SCALE 1 IN. = 100 FT.

2. THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-201A THROUGH 20-200B-7, THE "MINIMUM STANDARDS OF ACCURACY CONTENT & CERTIFICATION FOR SURVEYS AND MAPS," AS AMENDED OCTOBER 26, 2011. IT IS A RIGHT OF WAY SURVEY AND IS INTENDED TO REFLECT THE LIMITS OF THE PROPERTY TRANSACTION FOR THE PROJECT REFERENCED HEREIN. THE BASE LINE FROM WHICH THIS PROPERTY TRANSACTION IS REFERENCED CONTAINS TWO CLASSES A-2 HORIZONTAL ACCURACY.

2. THE FURNITURES DEFECTED ARE THE RESULT OF THE GENERAL LOCATION SURVEY FOR THE PROJECT OR AS REFERENCED HEREIN.
3. THE PROPERTY AND STREET LINES DEFECTED CORRESPOND TO CLASS B ACCORDANCE. THEY HAVE BEEN OBTAINED FROM VARIOUS SOURCES AND ARE NOT TO BE CONSIDERED AS NECESSARILY SUBJECT TO THE REVIEW OF A FIELD SURVEY, NOR DO THEY REPRESENT A PROFESSIONALITY OPINION.
4. THE CONSTRUCTION AGREEMENTS DEFECTED HEREON WILL BE FORMALLY EXTENDED BY AN ATTORNEY THOUGH THEY WILL BE FILED IN THE PUBLIC LAND RECORDS.
5. ENVIRONMENTAL INFORMATION COMPILED FROM 2016 SATELLITE DATA IMAGERY.

DRAWN BY EC
 DATE 27/11/98
 CHECKED BY SIF
 DATE 27/11/98

The following are listed in ascending order of document number - Projects - Action 000-078300 Pre Design NCS Property Map/Site CS 301 06 Dec PM/don

SCALE IN FOOT			40	
20	0	30		
DATE	REVISION	REQ. BY	CIVIL ENGINEER'S SIGNATURE AND SPECIES' SIGN	
10/10/09	ADDED CONST. FENCE	DJM	TOWN NO.	182
			PROJECT NO.	201-FTN
			SERIAL NO.	47
			NAME	MILLER - QUINCY, CHRISTOPHER
			TITLE	

RIGHT OF WAY SURVEY
TOWN OF NORWALK
MAP SHOWING EASEMENT ACQUIRED FROM
CITY OF NORWALK
BY
THE STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
WALK RAILROAD BRIDGE REPLACEMENT
SCALE 1"=30'
HANK D. KOLPE, P.E.
CIVIL ENGINEER'S BOARD NO. 10548 AND CONSTRUCTION
JANUARY 2002

EXHIBIT 3.B.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860-594-2476)

April 21, 2020

91 7199 9991 7038 3144 1751

CERTIFIED MAIL

The Honorable Harry W. Rilling
Mayor
City of Norwalk.
c/o Norwalk Parking Authority
125 East Avenue
Norwalk, CT 06856-5125

Dear Mayor Rilling:

Subject: File No.: 301-176-047
Owner(s): City of Norwalk (SONO Station)
Town: Norwalk

The State of Connecticut Department of Transportation (Department) is now acquiring property for the Project known as Walk Bridge Replacement. In connection therewith, we enclose our revised map dated January, 2020 detailing the proposed acquisition.

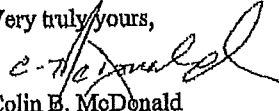
The State's offer of compensation, as evidenced by the enclosed offer letter, is \$293,700.00. This offer is based upon an appraisal prepared by the Division of Rights of Way.

As is standard of real estate acquisitions of this type, the conveyance of "good and sufficient title" is required from the owners of record. Should the Department's title examination of your property reflect encumbrances that prohibit the transfer of adequate title, your assistance will be required. In this regard, a copy of our title reports cover page is enclosed for your review and comment.

If the offer is acceptable, please execute the enclosed acceptance agreement and W-9 form and return them to my attention. You may keep the page marked "duplicate copy" for your records. Oral representations or promises made during the negotiation process are not binding on the Department.

I am available to meet with you to review the offer, the construction plans, and answer any questions you may have. Please contact me at the above telephone number or address no later than May 20, 2020.

Very truly yours,


Colin B. McDonald
Acquisition/Relocation Section
Division of Rights of Way

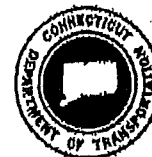
Enclosures

bcc: Workflow File
Acquisition/Relocation

Cover Letter Rev. 5/01/2018



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



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

Phone: (860) 594-2476

OWNER: City of Norwalk

PROPERTY FILE NO. 301-176-047

ADDRESS: 30 Monroe Street

TOWN: Norwalk

Pursuant to Connecticut General Statute(s) and as required for the project known as Walk Bridge Replacement, the Commissioner of Transportation finds it necessary to acquire from you the following property rights as described on the attached revised map dated January 2020.

Compensation payable to you for the proposed acquisition and all legal damages to any remainder is as follows:

Value of Construction Easement #1	\$176,300.00 (RD)
Value of Construction Easement #2	\$117,400.00 (RD)
Total Compensation	\$293,700.00

The above represents an offer of just compensation for the property rights as developed by the Division of Rights of Way. Should you wish to accept this offer, please review and execute page two of this offer letter.

If you have any questions regarding this matter, please contact Colin B. McDonald at the telephone number or address shown above.

Very truly yours,

James I. Mason
Transportation Principal Property Agent
Connecticut Department of Transportation

Attachment: Taking Map
bcc: Workflow File

Offer Letter Rev. 11/01/17

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Property File No.: 301-176-047

Owner Name: City of Norwalk

Acceptance Agreement

It is understood that you agree to the State's offer in the amount of \$293,700.00. The following shall apply:

- The above award is in full settlement for all real property rights acquired and constitutes a full and final payment for any and all loss of value caused by this acquisition.
- This acquisition is in accordance with C.G.S. Sec.13a-73(c), 13b-36(a) & 13a-79; as applicable.
- This agreement is subject to final approval(s) in accordance with C.G.S. Sec. 13a-73(h)
- Pending the delivery of good and sufficient title, an Immediate Right of Entry is hereby granted to the State of Connecticut, and/or its agents to proceed with the construction of the subject project.
- Payment(s) will be made by check issued from the Treasurer of the State of Connecticut to the property owner and/or mortgagee (if applicable) at the time of closing.
- The owner agrees to assist in the securing of good and sufficient title and agrees to convey the same by instrument prepared by the Department.

Owner's Legal Signature

Date

Owner's Legal Signature

Date

James I. Mason, Transportation Principal Property Agent Date

State Properties Review Board

Date

FOR INTERNAL USE ONLY

revised: 11/01/17

Invoice Date: _____ Invoice #: _____

CORE P.O. #: _____ CORE Receipt #: _____

Payee: (Name & Address)

Payee's EIN/SSN:

--

Invoice Amount:

\$293,700.00

Property Location:

30 Monroe Street, Norwalk, CT 06854

Coded By: _____ Reviewed By: _____ Date: _____

FUND	SID	DeptID	Project No.	Activity	Source Type	Account	Parcel No.	Detail Amount
13033	41390	DOT57125	DOT03010176RW	RW0000	RW201	55470	047	\$293,700.00

RECEIVED CHECK NO. _____

DATE _____

IN THE AMOUNT OF \$ _____

IN PAYMENT OF ABOVE.

BY _____

From: McDonald, Dennis J <Dennis.McDonald@ct.gov>
Sent: Tuesday, December 15, 2020 8:39 AM
To: Callahan, Darin L <dcallahan@norwalkct.org>
Cc: Valadares, Vanessa <VValadares@norwalkct.org>; Mason, James I. <James.Mason@ct.gov>; Degen, Steven L. <Steven.Degen@ct.gov>; Melzen, Thomas H. <Thomas.Melzen@ct.gov>
Subject: CT DOT 301-176-031A - Right of Entry

CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders

Good morning Attorney Callahan,

In connection with the Walk Bridge Replacement project, the Department of Transportation (Department) will need to acquire a construction easement on property owned by the City of Norwalk (City) located at 10 North Water Street. This easement is needed, in part, for the demolition of the IMAX theater. The Department is currently in the process of preparing a property map for this acquisition.

Recently, the City has asked the Department to expedite the IMAX demolition with the goal of having it completed by the summer of 2021. In order to accommodate this timeframe, the Department is seeking a right of entry from the City of Norwalk prior to the formal acquisition of the afore-mentioned construction easement. Once the property map has been completed the standard ROW process will commence.

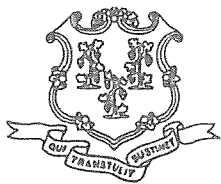
Attached for your review is a copy of our standard right of entry form as well as a sketch of the area in question.

Please let me know if you have any questions or concerns.

Regards,
Dennis

Dennis McDonald
Connecticut Department of Transportation
Division of Rights of Way
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131

Phone: (860) 594-2475
Fax: (860) 594-2494



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



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

Phone: 860-594-2475

TO WHOM IT MAY CONCERN:

Subject: File No.: 301-176-031A
Owner(s): City of Norwalk
Town: Norwalk

In reference to the property owned by the City of Norwalk, located at 10 North Water Street, Norwalk, Connecticut, I, the undersigned, do hereby grant permission to the Department of Transportation to enter upon said premises for the purpose of construction access, storage of materials and equipment staging in connection with project 0301-176, Walk Bridge Replacement, as shown on the attached sketch.

This permission is given without prejudice to my right under the law covering damages for the acquisition of any property rights in accordance with Section 13a-73 of the Connecticut General Statutes. The State of Connecticut retains the right to acquire the necessary property rights via eminent domain in the event of failure to conclude an amicable agreement for the purchase of said property rights and the City of Norwalk retains the right to appeal the damages.

Very truly yours,

DATE: _____

Signature

Print Name & Title



MEMORANDUM

TO: Anthony Carr, P.E. – Chief of Operations & Public Works
FROM: Drew Berndlmaier, P.E. – Senior Engineer
CC: Vanessa Valadares, P.E. – Principal Engineer
REF: Public Works Committee Agenda Item – Project PM 2019-1, Pavement Management Program
DATE: December 18, 2020

I would like to request that the following items be included on the agenda for the January 2021 Public Works Committee meeting.

1. Authorize the Chief of Operations & Public Works, to execute Orders on Contract with Deering Construction, Inc., to Project PM 2019-1, Pavement Management Program, for an amount not to exceed \$500,000.

Account #'s:

09 20 4021 5777 C0021
09 21 4021 5777 C0021

In the last two months of processed requisitions, it was extremely difficult to forecast what our final dollars would come to, in order to stay within budget. The department's objective was to pave as much as possible, through to the close of the construction season, within the budget provided.

Examples of items that are difficult to forecast their cost, until long after the decision is made to conduct the work, are all drainage and other unforeseen cost plus items (it takes time to submit and review and verify, after certified payroll is submitted), police traffic control (invoices are often issued late) and increased unit price items, which result from unexpected site conditions (i.e. poor base or poor grades prompt the City to authorize work that have an added cost associated with them, such as the need to replace additional layers of asphalt).

Regardless of what those unforeseen costs would come to, once the decision was made to set new walks and curbs to proper grades, DPW had to follow through with whatever scope was necessary, to maintain egress to local properties, establish ADA compliance and appropriate grades for storm drainage. This meant following through with road paving and base rehabilitation, to ensure smooth vehicular transitions to driveways, intersections and crosswalk transitions to recently installed ADA ramps (particularly in the neighborhood of First & Cove).



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Vanessa Valadares, P.E. - Principal Engineer

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer *P.L.S.*

CC: Anthony R. Carr, P.E., CFM - Chief of Operations and Public Works
Drew Berndlmaier, P.E. - Senior Engineer
Mario Pizighelli, E.I.T. - Assistant Civil Engineer

REF: Construction Inspection/Observation Services Consultant Selection
RFP - City Project 4086, D.P.W. Project DPW2020-1

DATE: December 18, 2020

As you are aware, the City of Norwalk received nine (9) Qualification Statement packages from engineering firms for the above referenced project. Following a review of the submissions, the City's Consultant Selection Panel consisting of Drew Berndlmaier, P.E., Mario Pizighelli, E.I.T. and I shortlisted three (3) firms to provide a presentation of qualifications and specifics as to how they would approach this project. The Panel conducted the interviews along with Sharon Conners, Purchasing Agent on December 17, 2020. Based upon the results of those interviews, the panel has recommended that Tighe & Bond, Inc. be offered a contract for Construction Inspection/Observation Services for the above referenced Project. We have negotiated a scope of services with them in which they will be compensated for work performed based upon their hourly billable rates, for a sum not to exceed \$325,000.00.

Therefore, I would like to request that the following item be included on the agenda for the January 5, 2021 meeting of the Public Works Committee of the Common Council for approval.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe & Bond, Inc. for Project D.P.W. 2020-1 Construction Inspection/Observation Services. The Agreement is for a period of one (1) year, billable on an hourly basis, for a sum not to exceed \$325,000.00, with an option to extend for two (2) additional terms of one (1) year each.

Account No. 09 21 4021 5777 C0021
Account No. 09 22 4021 5777 C0021

Account No. 09 04 4021 5777 C0234
Account No. 09 06 4021 5777 C0234
Account No. 09 07 4021 5777 C0234
Account No. 09 21 4021 5777 C0234

Account No. 09 22 4021 5777 C0302

Account No. 09 06 4021 5777 C0315
Account No. 09 21 4021 5777 C0315
Account No. 09 22 4021 5777 C0315

Account No. 09 22 4021 5777 C0318

Account No. 09 18 4027 5777 C0440
Account No. 09 21 4021 5777 C0440
Account No. 09 22 4021 5777 C0440

Account No. 09 20 4021 5777 C0643
Account No. 09 21 4021 5777 C0643
Account No. 09 22 4021 5777 C0643

Account No. 09 21 6030 5777 C0658

Account No. 09 21 6030 5777 C0659

Account No. 01 40 30 5258

If you have any questions, please do not hesitate to contact me.



CITY OF NORWALK
Sharon Conners
Purchasing Agent
sconners@norwalkct.org
P: 203-854-7947 / F: 203-854-7817
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

December 11, 2020

Ms. Lisa Bartolini
CleanHarbors Environmental Services
761 Middle Street
Bristol, CT 06010

via e-mail to: bartolinil@cleanharbors.com

Award Recommendation Re: RFP #4079 Household Hazardous Waste Collection

Ms. Bartolini:

Thank you for your response to our request for proposal submissions.

Congratulations, the Selection Committee has completed their review of the proposal submissions that were received for this solicitation and the committee shall be making the recommendation that this project should be awarded to your Firm.

This project is a joint effort of seven (7) Southwestern Fairfield County communities: Darien, Greenwich, New Canaan, Norwalk, Stamford, Westport and Wilton (The TOWNS). Per the RFP requirements, the awarded firm shall be required to execute a contract with each TOWN. Attachment 5 has the point of contract information for each town. Each town will use this recommendation award letter to start the proceedings to execute the contract for their town.

For the City of Norwalk, this award recommendation shall be forwarded to the Public Works Committee of the Norwalk Common Council for their review and approval at their next regularly scheduled meeting in April.

If approved, the award recommendation would then be forwarded to the full Norwalk Common Council for their review and authorization at their next regularly scheduled meeting, either the 2nd or 4th Tuesday in January.

We appreciate your time and effort in preparing this submission and we are looking forward to working with your Firm on this project.

Sincerely,

Sharon Conners
Purchasing Agent

C: Jessica Paladino, Waste Programs Manager



What Products are Covered?

Products covered by the PaintCare fee and accepted for drop-off are defined as interior and exterior architectural coatings sold in containers of 5 gallons or smaller. They do not include aerosol products (spray cans), industrial maintenance (IM), original equipment manufacturer (OEM), or specialty coatings.



PaintCare Products

These products have a fee when purchased and are accepted for free at drop-off sites:

- Interior and exterior architectural paints: latex, acrylic, water-based, alkyd, oil-based, enamel (including textured coatings)
- Deck coatings, floor paints (including elastomeric)
- Primers, sealers, undercoaters
- Stains
- Shellacs, lacquers, varnishes, urethanes (single component)
- Waterproofing concrete/masonry/wood sealers and repellents (not tar or bitumen-based)
- Metal coatings, rust preventatives
- Field and lawn paints



Non-PaintCare Products

These products do not have a fee when purchased and are not accepted at drop-off sites:

- Paint thinners, mineral spirits, solvents
- Aerosol paints (spray cans)
- Auto and marine paints
- Art and craft paints
- Caulking compounds, epoxies, glues, adhesives
- Paint additives, colorants, tints, resins
- Wood preservatives (containing pesticides)
- Roof patch and repair
- Asphalt, tar and bitumen-based products
- 2-component coatings
- Deck cleaners
- Traffic and road marking paints
- Industrial Maintenance (IM) coatings
- Original Equipment Manufacturer (OEM) (shop application) paints and finishes

Note: Containers that are leaking, empty, or without the original printed manufacturer's label are not accepted at drop-off sites.

4079 HOUSEHOLD HAZARDOUS WASTE COLLECTION

		ACV Environmental Services, Inc.		Tradebe Environmental Servics, LLC		Clean Harbors Environmental Services, Inc.		MXI Environmental Services LLC	
		Household	Half Household	Household	Half Household	Household	Half Household	Household	Half Household
Base Period	Calendar Year 2021	\$ 65.00	\$ 42.00	\$ 68.00	\$ 51.00	\$ 60.00	\$ 36.00	\$ 75.00	\$ 70.00
	Calendar Year 2022	\$ 65.00	\$ 42.00	\$ 70.00	\$ 53.00	\$ 60.00	\$ 36.00	\$ 75.00	\$ 70.00
	Calendar Year 2023	\$ 67.00	\$ 43.50	\$ 72.00	\$ 55.00	\$ 63.00	\$ 37.80	\$ 77.00	\$ 72.00
Option 1	Calendar Year 2024	\$ 69.00	\$ 45.00	\$ 74.00	\$ 57.00	\$ 64.90	\$ 39.00	\$ 79.00	\$ 74.00
Option 2	Calendar Year 2025	\$ 71.00	\$ 46.25	\$ 76.00	\$ 59.00	\$ 66.85	\$ 40.00	\$ 81.00	\$ 76.00

November 12, 2020								
Norwalk Purchasing Department Response Summary Project # 4073 Brien McMahon High School Tennis Courts								
Thank you for your response to our Request for Bids Submission. The following is a summary of the submitted bids for this solicitation process.								
	CONTRACTORS							
	Classic Turf Company LLC	Sport-Tech Construction Corp	Hinding Tennis LLC					
Total Lump Sum	\$400,000.00	\$456,000.00	\$534,555.00					
Add - Alternate 1 - Drainage Work	\$35,000.00	\$20,000.00	\$24,500.00					
Total Lump Sum+Alternate=	\$435,000.00	\$476,000.00	\$559,055.00					
*Non-confirming bid: did not submit a Bid Security and/or did not submit the other required forms								

11/5/2020

NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY - PROJECT #4072
Softball Field (3) Renovation at Calf Pasture Beach

Thank you for your response to our Bid. The following pages are a summary of the responses received.

VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	TOTAL AMOUNT
Priority Landscaping LLC	Yes	Yes	\$46,980.36
Sport-Tech Construction Corp.	Yes	Yes	\$60,000.00
Liberty Landscapes, LLC <i>Athletic Field Contractors</i>	Yes	Yes	\$51,000.00
Diamond Landscape and Athletic Fields	Yes	Yes	\$43,524.00
Athletic Field Services, LLC	Yes	Yes	\$45,000.00

*Non-confirming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements

VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	TOTAL AMOUNT
R.A.D. Corp. d/b/a/ R.A.D. Sports	Yes	Yes	\$48,776.00
aqua turf irrigation*	Yes	No	
US Pitchcare LLC*	Yes	No	

*Non-confirming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements

AGENDADECEMBER 10TH 2020CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:BILL No & AMOUNT REFUNDEDREASON**MOTOR VEHICLE**

ANBAR SHEREEF HUSSEIN	19-MV-800153 \$49.46	PRORATION
BLOSS LINDSAY WALKER	19-MV-306468 \$399.84	PRORATION
CAB EAST LLC	19-MV-405157 \$107.48	PRORATION
CCAP AUTO LEASE LTD	19-MV-311832 \$245.19	PRORATION
CRUZ-CRUZ ARMANDO	19-MV-315288 \$58.45	PRORATION
DAIMLER TRUST	19-MV-315936 \$87.66	PRORATION
	19-MV-315958 \$520.82	PRORATION
	19-MV-800311 \$190.23	PRORATION
DAIMLER TRUST	19-MV-315838 \$443.59	PRORATION
	19-MV-315996 \$54.29	PRORATION
DAIMLER TRUST	19-MV-403326 \$224.10	PRORATION
ENTERPRISE FM TRUST	19-MV-320776 \$437.34	PRORATION
	19-MV-320825 \$168.29	PRORATION
ESPINAL RENE P SR	19-MV-321120 \$19.90	PRORATION
	19-MV-321121 \$13.31	PRORATION
FELBERT DIANE	19-MV-322070 \$42.69	PRORATION
FIRE PREVENTION SERV INC	19-MV-323074 \$76.72	PRORATION
GOHAR ISLAM M	17-MV-326384 \$440.86	PRORATION
GRIMM KIMBERLY	19-MV-328089 \$62.12	PRORATION
GUERRA MARCELA GIANINA	19-MV-328322 \$190.12	PRORATION
GUIRAND WILFORD	19-MV-328458 \$438.67	PRORATION
HALL STACEY L	19-MV-328606 \$95.09	PRORATION
HENDRICKSON MIGUEL ANDRES	19-MV-329834 \$58.88	PRORATION
HONDA LEASE TRUST	19-MV-SEE ATTACHED \$1,396.82	PRORATION

AGENDA**DECEMBER 10TH 2020****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
HONDA LEASE TRUST	19-MV-331824 \$228.51	PRORATION
HYUNDAI LEASE TRUST	19-MV-332958 \$333.73	PRORATION
HYUNDAI LEASE TRUST	19-MV-332603 \$265.66	PRORATION
	19-MV-332897 \$162.73	PRORATION
JP MORGAN CHASE BANK NA	19-MV-335763 \$118.46	PRORATION
MADALONI STANLEY	19-MV-341347 \$391.80	PRORATION
MCCLURE JONATHAN WEST	19-MV-343945 \$11.09	PRORATION
NISSAN INFINITI LT	19-MV-349043 \$359.22	PRORATION
	19-MV-349534 \$156.84	PRORATION
NISSAN INFINITI LT	19-MV-349468 \$314.98	PRORATION
OJALA WALTER WILLIAMS JR	19-MV-350523 \$171.63	PRORATION
PORSCHE LEASING LTD	19-MV-353990 \$771.98	PRORATION
RAMDHANIE PAMELA	19-MV-355504 \$13.94	PRORATION
SAWYERS BARRINGTON A	19-MV-360595 \$37.04	PRORATION
SHAW CARY S	19-MV-361189 \$122.45	PRORATION
TOYOTA LEASE TRUST	19-MV-367445 \$189.83	PRORATION
TOYOTA LEASE TRUST	19-MV-SEE ATTACHED \$678.82	PRORATION
ULLAH ZIQA	19-MV-368594 \$34.00	PRORATION
USB LEASING LT	19-MV-368942 \$85.47	PRORATION
	19-MV-368972 \$96.11	PRORATION
VW CREDIT LEASING LTD	19-MV-371603 \$75.77	PRORATION
	19-MV-371735 \$42.69	PRORATION
VW CREDIT LEASING LTD	19-MV-371480 \$447.85	PRORATION
VW CREDIT LEASING LTD	19-MV-371798 \$100.62	PRORATION

AGENDA

DECEMBER 10TH 2020

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
VW CREDIT LEASING LTD	19-MV-371556 \$163.64	PRORATION
	19-MV-371703 \$100.93	PRORATION
WOLF ABIGAIL A	19-MV-373552 \$18.17	PRORATION

REAL ESTATE

GASKILL SHERRY

1 WOLFPIT AVE UNIT 11

5-16-1-11	19-RE-120790 \$2,362.56	PAID IN ERROR
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TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
19-367022	AK53056	JTMRFREV3HJ144954	\$ 73.53
19-367216	AJ21884	5TDBZRFH9HS399886	\$ 143.83
19-367218	AK53071	5TDJZRFH9HS378399	\$ 108.50
19-367372	AM28975	2T1BURHE1JC977947	\$ 79.09
19-367420	AS15659	JTMBFREV7JD252869	\$ 108.62
19-367593	AH94795	JTHCM1D24H5020221	\$ 96.89
19-367751	AK60406	JTMBFREV1HJ149782	\$ 68.36
TOTAL			\$ 678.82

HONDA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
16-406328	2AFLD5	2HKRM4H42GH726546	\$ 295.98
19-331206	2AFLD5	2HKRM4H42GH726546	\$ 269.99
19-331054	AJ04883	JHMCR6F50HC018225	\$ 423.21
19-331756	8AKKF8	2HGFC1F36GH645218	\$ 252.45
19-331836	AJ60845	19UDE2F73HA012458	\$ 155.19
TOTAL			\$ 1,396.82



**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: December 10, 2020
Re: Narrative for November 2020 Tax Collector's Report

We are still in the process of finalizing our November 2020 reports, and will have the monthly spreadsheet available as soon as it is completed. Our division has had staffing issues over the past several weeks due to COVID 19, and we have not yet finalized the month. Preliminary figures show as of the end of November, 2020, we had collected more than \$183.6 million, or **53.3%** of our nearly \$350 million adjusted current tax levy on the 2019 grand list. As has been the case since the beginning of the fiscal year, this rate remains slightly less than what we collected in the prior year (FYE 2019). The reduction is likely due to the extended grace period, the effects of COVID 19 in general, and the fact that in 2020 we issued delinquent (demand) notices at the very end of October, whereas in 2019 and prior years, those were sent in September.

I am not able to provide an update on tax sale collections, but as of last month's report, we had collected in excess of \$3.2 million on our tax sale properties. 87 of the accounts we began working on in November 2019 had paid in full. Our July 2020 was put on hold in the spring due to COVID 19. Since then, the state lifted the prohibitions on tax sales, and I rescheduled the sale to July 19, 2021. We have continued to work on the sale, although in the background, throughout COVID.

The second installment tax billing is already underway, and bills are at the printer now. Under normal conditions bills would be in the mail to Norwalk taxpayers on about December 10 but this year for various reasons they will likely be mailed the week of December 21, about ten days later than usual. Taxpayers will have until Monday, February 1, 2021 to pay their second installment without interest. Taxpayers do not need to wait to receive a bill in the mail and can download or view a copy on line and make their payment in advance of receiving a mailed bill. Taxpayers still can pay their property taxes by mail, over the telephone, online, or in person. Information is available on the tax collector's home page of the city website, www.norwalkct.org/taxcollector. When paying online, taxpayers may use an electronic check (ACH payment), or a debit, credit or ATM card. The cost of an electronic check is only \$0.95. We are encouraging taxpayers to consider using this as a convenient, cost effective and safe alternative that avoids the delays inherent in mailing payment, and allows for a contact-less transaction.

Our office had to adjust our in person hours due to staff availability, and our payment station is now open from 9 am to 1 pm only, Monday through Friday, with no appointment needed. Our payment station has been relocated from the front of the city hall building to inside the main lobby, due to the onset of winter weather. Updates to our schedule will be posted on our home page on the city website. We are adhering to distancing directives, including wearing masks, remaining six feet apart, working in split shifts, and doing work from home when possible. Email remains the best way to communicate with us when we are not in the building. Tax collecting is different from many other types of municipal work, and the nature of our work, security issues, and proper cash management and internal control procedures preclude us from performing many of our functions off site. There are some things that can be done from home, but many things cannot. We consider ourselves 'essential' in terms of both function and service, and will continue to update our operations to deal with changing circumstances.

**TAX COLLECTOR'S REPORT
NOVEMBER 2020**

FISCAL YEAR 2020-2021 (2019 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 20 - NOV 20	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$20,760,190.24	\$17,920,918.09	86.32%	\$20,503,119.15	(\$257,071.09)	87.41%
PERSONAL PROPERTY	\$20,000,411.00	\$10,789,786.15	53.95%	\$19,993,084.30	(\$7,326.70)	53.97%
REAL ESTATE	\$310,928,205.46	\$157,812,050.98	50.76%	\$308,981,799.66	(\$1,946,405.80)	51.07%
TOTAL TAX	\$351,688,806.70	\$186,522,755.22	53.04%	\$349,478,003.11	(\$2,210,803.59)	53.37%
SEWER USE	\$16,883,967.00	\$8,677,985.00	51.40%	\$16,883,037.89	(\$929.11)	51.40%
IPP FEE	\$200,500.00	\$154,175.76	76.90%	\$201,500.00	\$1,000.00	76.51%

FISCAL YEAR 2019-2020 (2018 GRAND LIST)	ORIGINAL LEVY	JUN 19 - NOV 19				
AUTOMOBILE-REGULAR	\$20,298,846.95	\$17,666,829.56	87.03%	\$19,952,124.07	(\$346,722.88)	88.55%
PERSONAL PROPERTY	\$18,801,474.70	\$9,993,845.04	53.15%	\$18,804,254.84	\$2,780.14	53.15%
REAL ESTATE	\$292,525,761.66	\$147,638,870.26	50.47%	\$291,718,417.05	(\$807,344.61)	50.61%
TOTAL TAX	\$331,626,083.31	\$175,299,544.86	52.86%	\$330,474,795.96	(\$1,151,287.35)	53.04%
SEWER USE	\$16,686,428.00	\$8,135,573.08	48.76%	\$16,585,006.00	(\$101,422.00)	49.05%
IPP FEE	\$203,250.00	\$165,286.69	81.32%	\$208,750.00	\$5,500.00	79.18%

TAX DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)	\$20,062,723.39	\$11,223,210.36	0.18%	\$19,003,207.15	(\$1,059,516.24)	0.33%
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SEWER DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)	\$197,539.00	\$542,411.92	2.64%	\$298,031.89	\$100,492.89	2.35%
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IPP DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)	(\$2,750.00)	(\$11,110.93)	-4.43%	(\$7,250.00)	(\$4,500.00)	-2.67%
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BACK TAXES COLLECTED	FISCAL YR 2020-2021 (JUL 20 - NOV 20)	FISCAL YR 2019-2020 (JUL 19 - NOV 19)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES	\$1,147,387.58	\$1,456,245.81	(\$308,858.23)
PRIOR SEWER USE FEE	\$85,077.41	\$99,836.72	(\$14,759.31)
PRIOR IPP FEE	\$5,369.60	\$4,174.89	\$1,194.71
TOTAL PRIOR TAX, SEWER & IPP	\$1,237,834.59	\$1,560,257.42	(\$322,422.83)
CURRENT INTEREST	\$349,239.10	\$298,816.17	\$50,422.93
PRIOR INTEREST	\$487,769.21	\$361,159.15	\$126,610.06
SEWER USE FEE INTEREST	\$28,112.83	\$32,035.51	(\$3,922.68)
IPP FEE INTEREST	\$2,426.44	\$2,396.48	\$29.96
TOTAL INTEREST COLLECTED	\$867,547.58	\$694,407.31	\$173,140.27
PRIOR LIEN FEE	\$7,564.36	\$7,531.96	\$32.40
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$7,564.36	\$7,531.96	\$32.40
MISC FEES COLLECTED	\$52,626.51	\$61,573.71	(\$8,947.20)
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$2,165,573.04	\$2,323,770.40	(\$158,197.36)

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

BUILDING PERMIT FEE
FEBRUARY 1, 2021

**ALL VALUES OF
CONSTRUCTION COSTS WILL
BE BASED ON LABOR AND
MATERIAL CALCULATIONS.
THESE CALCULATIONS WILL BE
DETERMINED BY THIS
DEPARTMENT.**

BUILDING PERMITS

Residential Building Fee (Minimum \$100)
\$18.00 plus \$.26 State Education Fee per
thousand or part of.
\$25.00 Certificate of Occupancy fee
Pools, roofs/siding-see above

Commercial Building Fee (Minimum \$150)
\$20.00 plus \$.26 State Education Fee per
thousand or part of.
\$50.00 Certificate of Occupancy fee
Pools, roofs/siding-see above

Certificate of Occupancy fee / Certificate of Compliance
\$25.00 single & two family, \$50.00 commercial
State Education fee per \$1000 or part of
\$.26 State Regulated
Commercial or Residential

CERTIFICATE OF OCCUPANCY

Copy of Certificate of Occupancy
(Certified - other than owner)
\$ 20.00
Re-activation of expired permit
Varies

DEMOLITION

Each \$1000 of construction
\$25.00
Minimum demolition fee
\$125.00
Certificate of Occupancy fee
\$50.00
Moving a building
\$ 300.00
No State Education fee

SIGNS

Erector's license
\$ 75.00
Annual renewal
\$50.00
All signs per \$1000 value per sign,
\$20.00 per thousand or part of
Minimum sign permit fee
\$ 100.00
Certificate of Compliance Fee
\$25.00
State Education fee per \$1000
\$.26

TEMPORARY STRUCTURE (Tents, Etc.)

Minimum fee per each structure
\$ 75.00
No State Education fee

**ELECTRICAL, PLUMBING AND
H.V.A.C. PERMITS**

NOT INCLUDED IN A BUILDING PERMIT FEE
ARE AS FOLLOWS:

Residential - \$20.00 plus \$.26 State
Education Fee per \$1000 and any part of.
Minimum fee \$100.00. **Compliance Letter** - \$25

Commercial \$20.00 as of January 1, 2020
Education Fee per \$1000 and any part of.
Minimum fee \$150.00.
Compliance Letter - \$50.00

SEWER

Minimum fee - \$100.00

CORPORATION MAINTENANCE PERMIT

\$.002 per square foot for qualified
corporations

BUILDING BOARD OF APPEALS

\$ 60.00

WEEKEND AND OFF-HOUR INSPECTIONS

\$250.00 per Inspector

RESEARCH

\$.50 per copy – 8 ½ x 11
\$1.00 per copy – 11x17
\$10.00 per copy – building plans copied off site
\$10.00 per certified copy
Residential Fees are based on 1 and 2 Family only



CITY OF NORWALK

Craig Schmidt

Risk Manager

CSchmidt@Norwalkct.org

P: 203-854-7972 / F: 203-854-7848

125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

Date: November 19, 2020

To: The Members of the Finance Committee

From: Craig Schmidt, Risk Manager

Regarding: Contract for Workers Compensation Administration Services – Contingency Funding Request

The City went out to bid for Workers Compensation Administration Services earlier this year and selected CIRMA (Connecticut Interlocal Risk Management Agency) to provide these services (see attached letter dated June 29, 2020 to the Finance Committee).

I would like to have your approval to allow for Contingency Funding during the upcoming contract years for program continuity should our service fees exceed the funding request made earlier in any given contract year.

To elaborate, the service fees paid to the vendor are based on claim frequency and funding for the program is based on our five year claim frequency averages. Should the City, however, have an excess number of claims above its historical level in any given fiscal year, the funding level requested might be exceeded prior to the fiscal year end. This could result in the vendor discontinuing services temporarily which would be disruptive to the administration of the Workers Compensation program.

To help provide program continuity, an annual contingency of \$20,253 is requested to allow for the City to pay the vendor up to \$125,000 in a fiscal year (up from the original submitted estimate annual cost of \$104,747); and a three year total cost with a contingency of \$35,759 is requested to allow for up to \$350,000 to be paid during the three year contract term.

Action Requested - November 2020: Authorize an additional \$20,253 per year as a contingency if claim frequency in any one year exceeds historical averages for an authorized total of **\$125,000** per year; and authorize an additional \$35,759 for the three year contract term for a total three year total cost of **\$350,000**.

Previous Action Requested earlier this year:

Action Requested: Authorize the Mayor, Harry Rilling, to execute a contract for management and administration of the City's Workers Compensation and Heart & Hypertension Program for the three year period beginning July 1, 2020 and ending June 30, 2023 at a cost per claim based on the following schedule: Report Only Claims - \$27 per claim cost; Medical Only Claims - \$215 per claim cost; Indemnity Claims - \$1,175 per claim cost; and Heart & Hypertension Claims - \$1,175 per claim cost. Total estimate annual cost is **\$104,747** and total estimate three year cost is **\$314,241**. Accounts: 16-1344-5258 and 16-5054-5258.



CITY OF NORWALK

Craig Schmidt

Risk Manager

CSchmidt@Norwalkct.org

P: 203-854-7972 / F: 203-854-7848

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Date: June 29, 2020

To: The Members of the Finance Committee

From: Craig Schmidt, Risk Manager

Regarding: Contract for Workers Compensation Administration Services

The City went out to bid for Workers Compensation Administration Services earlier this year. As background, the City self-insures the costs that workers compensation claims generate. To help ensure that workers compensation claims costs are adjudicated and managed as outlined by the State's Workers Compensation statutes, the City retains the services of a Third Party Administrator. The services that the Third Party Administrator provide include:

- Maintain a system of reporting workers compensation claims;
- Administer and evaluate claims on behalf of the City including Heart & Hypertension claims using licensed claim adjusters, and, if necessary, outside counsel;
- Establish and periodically update financial reserves on each claim;
- Establish relationships with medical providers to help facilitate information flow between the injured worker, City Personnel and Department Personnel;
- Review and process medical payments from medical providers; and,
- Provide loss prevention resources to help promote workplace safety.

The City received acceptable bids from the incumbent as well as three other vendors. The City reviewed the bid submissions utilizing a Selection Committee of City Personnel, City Risk Manager, Board of Education Finance Director and Board of Education Chief Talent Officer. The Selection Committee recommends awarding the contract to the Connecticut Interlocal Risk Management Agency (CIRMA).

We are recommending that the Common Council authorize the Mayor to execute a three year agreement with two one-year options with CIRMA to provide management and administration of the City's Workers Compensation and Heart & Hypertension program for the period of 7/1/2020 to 6/30/2023. The pricing for the term of the contract is:

- Report Only Claims: \$27 per claim
- Medical Only Claims: \$215 per claim
- Indemnity Claims: \$1,175 per claim
- Heart & Hypertension Claims: \$1,175 per claim

Based on the past five years, we will project to have 126 Report Only Claims, 138 Medical Only Claims, 60 Lost Time Claims and 1 Heart & Hypertension Claim for the year forward. Therefore, the estimated annual cost that CIRMA will charge is **\$104,747**, and the three year cost is **\$314,241**.

Report Only:	126 X \$27 per claim = \$3,402;
Medical Only:	138 X \$215 per claim = \$29,670;
Lost Time:	60 X \$1,175 per claim = \$70,500; and,
Heart & Hypertension:	1 X \$1,175 per claim = \$1,175.
<u>ANNUAL TOTAL:</u>	<u>\$104,747</u>

Note the pricing on the proposed is a 5% increase from the expiring contract. I feel that this increase is justified as CIRMA has served the City's account for over twenty years and has not had a price increase since at least 2010. In addition, the pricing for the proposed contract is to remain flat for the three year duration and CIRMA is investing in a claims management system that they feel will provide additional value to the City.

Action Requested: Authorize the Mayor, Harry Rilling, to execute a contract for management and administration of the City's Workers Compensation and Heart & Hypertension Program for the three year period beginning July 1, 2020 and ending June 30, 2023 at a cost per claim based on the following schedule: Report Only Claims - \$27 per claim cost; Medical Only Claims - \$215 per claim cost; Indemnity Claims - \$1,175 per claim cost; and Heart & Hypertension Claims - \$1,175 per claim cost. Total estimate annual cost is **\$104,747** and total estimate three year cost is **\$314,241**. Accounts: 16-1344-5258 and 16-5054-5258.

§ 32-4. Conflicts of interests; interference with duties; prohibited interests; exceptions.

A. Conflict of interest means any of the following:

1. A conflict of interest arises when there is a direct or indirect personal or financial interest of an Officer or Employee, Immediate Family or a business associate, in the outcome of an official act or action, or any other matter pending before the Officer or Employee or before the public body in which the Officer or Employee holds office or is employed. A conflict of interest may include, but not be limited to, the following forms:
 - a. A direct financial conflict of interest arises when an Officer or Employee acts on a matter from which he or she derives a Financial Benefit.
 - b. An indirect financial conflict of interest arises when an Officer or Employee acts on a matter from which his or her Immediate Family or business associate derives a Financial Benefit.
 - c. A direct personal conflict of interest arises when an Officer or Employee acts on a matter that has a direct impact on the Officer or Employee in a non-financial way.
 - d. An indirect personal conflict of interest arises when an Immediate Family member or business associate of an Officer or Employee, receives an improper benefit as a result of an act or decision by the Officer or Employee.

B. Prohibited Actions and Transactions

Unless otherwise provided in Section 32-4, an Employee or Officer shall not:

1. Take any action, directly or indirectly, to coerce, command or require an Employee, Officer or Agency to appoint an Immediate Family member to a City position, whether paid or unpaid;
2. Have a role, directly or indirectly, in obtaining a Financial Benefit, hiring, promoting, demoting, disciplining, or taking other personnel action involving an Immediate Family member;
3. Take any action, directly or indirectly, to coerce, command or require an Employee, Officer or Agency to refrain from hiring, promoting, demoting, disciplining, or taking other personnel action involving an Immediate Family member;
4. Provide a Financial Benefit to a business, which is owned, operated, and/or controlled by an Immediate Family member;
5. Engage in any business or transaction, directly or indirectly that is in material conflict with, influences and/or impairs his or her independence of judgment and action in the proper discharge of his or her official duties. .
6. Deliberate or participate in a decision or action by the Agency of which the Individual is a member or is employed if such Individual or any member of his or her Immediate

Family has any interest in the matter or would be likely to gain or lose any benefit that is not common to the general interest of the public as a result of the decision or action before that Agency, unless otherwise provided by law.

7. Grant, by virtue of his or her office or position of employment with the City, any special consideration, treatment or advantage to any Person beyond that which is generally available to the public;
8. Receive by virtue of his or her office or position of employment with the City, any special consideration, treatment or advantage in any activity or business transaction beyond that which is generally available to the public or Officers and Employees of the City.

C. Exceptions:

A “conflict of interest” does not arise in the case of an official act or action in which the Officer or Employee has a personal or financial interest in the outcome, such as in the establishment of a tax rate, that is no greater than that of other persons generally affected by the decision. In addition, subsections A and B of this section do not prohibit the following:

- (1) The employment of an Officer or Employee by a Person who has or who may enter into a contract with the City that is available to members of the general public through open bidding or other process, if the preparation, procurement or performance of the contract is not before the Officer's or Employee's Agency or the Officer or Employee is not responsible for any aspect of the transaction underlying the contract, and the or Officer's or Employee's relationship is disclosed in writing to the City Clerk.
- (2) A purchase, sale, foreclosure or condemnation of property or any interest therein involving the City and an Officer or Employee of the City, if the transaction is conducted according to applicable public procedures. The Officer or Employee must take no part in the transaction on behalf of the City and an independent Officer or Agency must approve the terms of the transaction, in writing.
- (3) A contract or transaction between an Officer or Employee and the City, which contract or transaction does not involve his or her Agency and is available to the general public through open bidding or other process.
- (4) Performance of a contract involving the City and an Officer or Employee or a member of his or her Immediate Family, which was executed or entered prior to the date of hire, appointment or election of such Officer or Employee by the City, when written disclosure of the terms of such contract is filed in accordance with this Code of Ethics with the City Clerk.
- (5) Employment of an Officer or Employee by a media organization that publishes a public notice, resolution, ordinance or other document, the publication of which is required by law.

- (6) Unless otherwise prohibited by law, nothing herein shall preclude an Officer or Employee of the City from serving on the board of charitable or nonprofit entities, provided the Officer or Employee makes written disclosure of the relationship to the City Clerk and the Officer or Employee shall take no action with regard to the City related to such charitable or nonprofit entity.
- (7) Unless otherwise prohibited by law, nothing herein shall preclude an Officer or Employee of the City from serving on the board of an entity or Agency as a designated representative of the City and in such capacity his or her actions as a representative of the City shall not of itself constitute a conflict of interest under this Code of Ethics.
- (8) An Officer or Employee participating in any program offered by the City to Employees and Officers generally, including such programs as discount purchase programs, health and education programs, and recreational events.
- (9) City's Ordinance List Employees may represent the City's interests in any City labor contract negotiation or grievance procedure.

§ 32-4. Conflicts of interests; interference with duties; prohibited interests; exceptions.

A. Conflict of interest means any of the following:

1. A conflict of interest arises when there is a direct or indirect personal or financial interest of an Officer or Employee, ~~or a person or group closely tied with the Officer or Employee, including someone from his or her~~ Immediate Family or a business associate, in the outcome of an official act or action, or any other matter pending before the Officer or Employee or before the public body in which the Officer or Employee holds office or is employed. A conflict of interest may include, but not be limited to, the following forms:
 - a. A direct financial conflict of interest arises when an Officer or Employee acts on a matter ~~from which that~~ he or she derives a Financial Benefit.
 - b. An indirect financial conflict of interest arises when an Officer or Employee acts on a matter ~~from which that~~ his or her Immediate Family or business associate derives a Financial Benefit.
 - c. A direct personal conflict of interest arises when an Officer or Employee acts on a matter that has a direct impact on the Officer or Employee in a non-financial way ~~but is of significant importance to the Officer or Employee.~~
 - d. An indirect personal conflict of interest arises when an Immediate Family member or business ~~or personal~~ associate of an Officer or Employee, ~~or an organization in which an Officer or Employee is affiliated,~~ receives an improper benefit as a result of an act or decision by the Officer or Employee.
2. ~~A situation where an Officer or Employee has not disclosed ex parte communication(s) related to an administrative proceeding that is before the body to which that Officer or Employee belongs or is employed.~~

B. Prohibited Actions and Transactions

Unless otherwise provided in Section 32-4, a ~~n Municipal~~ Employee or Officer shall not:

1. Take any action, directly or indirectly, to coerce, command or require a ~~n Municipal~~ Employee, Officer or Agency to appoint an Immediate Family member to a ~~City municipal~~ position, whether paid or unpaid;
2. Have a role, directly or indirectly, in obtaining a Financial Benefit, hiring, promoting, demoting, disciplining, or taking other personnel action involving an Immediate Family member;
3. Take any action, directly or indirectly, to coerce, command or require a ~~n Municipal~~ Employee, Officer or Agency to refrain from hiring, promoting, demoting, disciplining, or taking other personnel action involving an Immediate Family member;
4. Provide a Financial Benefit to a ~~third party~~ business ~~or independent contractor,~~ which is owned, operated, and/or controlled by an Immediate Family member;

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5. Engage in any business or transaction, ~~directly or indirectly -that is in material conflict with, influences and/or impairs his or her independence of judgment and action in the proper discharge of his or her official duties. or have a personal, Immediate Family or business interest, directly or indirectly, that is in material conflict with, influences and/or impairs his or her independence of judgment and action in the proper discharge of his or her official duties.~~
6. Deliberate or participate in a decision or action by the Agency of which the Individual is a member or is employed if such Individual or any member of his or her Immediate Family has any interest in the matter or would be likely to gain or lose any benefit that is not common to the general interest of the public as a result of the decision or action before that Agency, unless otherwise provided by law.
7. Grant, by virtue of his or her office or position of employment with the City, any special consideration, treatment or advantage to any Person beyond that which is generally available to the public;
8. Receive by virtue of his or her office or position of employment with the City, any special consideration, treatment or advantage in any activity or business transaction beyond that which is generally available to the public or Officers and Employees of the City.

C. Exceptions:

A "conflict of interest" does not arise in the case of an official act or action in which the Officer or Employee has a personal or financial interest in the outcome, such as in the establishment of a tax rate, that is no greater than that of other persons generally affected by the decision. In addition, subsections A and B of this section do not prohibit the following:

- (1) The employment of an Officer or Employee by a Person who has or who may enter into a contract with the City that is available to members of the general public through open bidding or other process, if the preparation, procurement or performance of the contract is not before the Officer's or Employee's Agency or the Officer or Employee is not responsible for any aspect of the transaction underlying the contract, and the or Officer's or Employee's relationship is disclosed in writing to the City Clerk.
- (2) A purchase, sale, foreclosure or condemnation of property or any interest therein involving the City and an Officer or Employee of the City, if the transaction is conducted according to applicable public procedures. The Officer or Employee must take no part in the transaction on behalf of the City and an independent Officer or Agency must approve the terms of the transaction, in writing.
- (3) A contract or transaction between an Officer or Employee and the City, which contract or transaction does not involve his or her Agency and is available to the general public through open bidding or other process.

- (4) Performance of a contract involving the City and an Officer or Employee or a member of his or her Immediate Family, which was executed or entered prior to the date of hire, appointment or election of such Officer or Employee by the City, when written disclosure of the terms of such contract is filed in accordance with this Code of Ethics with the City Clerk.
- (5) Employment of an Officer or Employee by a media organization that publishes a public notice, resolution, ordinance or other document, the publication of which is required by law.
- (6) Unless otherwise prohibited by law, nothing herein shall preclude an Officer or Employee of the City from serving on the board of charitable or nonprofit entities ~~or agencies~~, provided the Officer or Employee makes written disclosure of the relationship to the City Clerk and the Officer or Employee shall take no action with regard to the City related to such charitable or nonprofit entity ~~or Agency~~.
- (7) Unless otherwise prohibited by law, nothing herein shall preclude an Officer or Employee of the City from serving on the board of an entity or Agency as a designated representative of the City and in such capacity his or her actions as a representative of the City shall not of itself constitute a conflict of interest under this Code of Ethics.
- (8) An Officer or Employee participating in any program offered by the City to Employees and Officers generally, including such programs as discount purchase programs, health and education programs, and recreational events.
- (9) City's Ordinance List Employees may represent the City's interests in any ~~municipal~~-City labor contract negotiation or grievance procedure.

VII.E



Memorandum

December 31, 2020

To: Planning Committee, Common Council

From: Steve Kleppin, Planning & Zoning Director

Re: TPUDC – Zoning Regulations Rewrite

One of the major themes that is prominent within the 2019 Citywide Plan (POCD), is the need to overhaul the zoning regulations. The regulations have not seen a complete overhaul in over thirty (30) years. This has resulted in piecemeal changes and has led to structural deficiencies and inconsistencies throughout the document. A complete overhaul is a very time consuming process based on the amount of existing text, the cleanup needed, the structural changes required and the incorporation of changes as a result of the Citywide Plan. We also anticipate the new regulations being in a more user-friendly, web-based format, possibly with a mapping component.

As part of the Planning & Zoning Department's 2020/2021 Capital Budget, we were approved for \$200,000 to conduct a comprehensive rewrite of the Building Zone Regulations.

Staff, in conjunction with Zoning Commission put together an RFQ to conduct the rewrite. Four responses were received with 1 being disqualified for not fully complying with the submission requirements. The three remaining firms were interviewed. While all the firms interviewed well, TPUDC stood out based on their well-organized approach and understanding of the project. As part of the interview they stressed that they place a premium on outreach and are always well received in the communities they work. This was confirmed (without asking) as part of the follow-up reference checks I conducted. TPUDC was the unanimous choice of the committee.

As part of the RFQ and as a first step, will be for TPUDC to evaluate the amenity bonus requirements and parking recommendations within the East Norwalk Neighborhood plan. We are currently working on a separate \$9,960.⁰⁰ purchase order for that portion of the project. Hopefully that work can begin shortly after the beginning of 2021 and be completed in a month or so while the City finalizes the contract on the broader zoning rewrite. Total completion time for the complete zoning rewrite is approximately 18 months.

I have attached the Scope of Work for the study which was prepared by TPUDC, City staff and the Commission.

I request that the following resolution be forwarded to the full Council for consideration:

Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Utile, Inc. to conduct an Industrial Zones Study, in an amount not to exceed \$190,040.

Feel free to reach out to me with any questions.

END

O. APPENDICES

APPENDIX A: SCOPE OF SERVICES

PHASE I: PROJECT COORDINATION

TASK 1.1: PROJECT INITIATION MEETING

TPUDC will conduct a goal-setting meeting with City Planning Department Staff to identify and confirm over-arching goals for the Project. This meeting will cover a multitude of topics such as:

- Clarification and creation of Client/Team interface and collaborative structure;
- Project organization;
- Staff coordination;
- Procedures for sharing information;
- Goals based on the Client's perspective;
- Goals based on TPUDC's experience;
- Discussion of Project Schedule;
- Discussion of local initiatives and special interest groups;
- Client aspirations;
- Initial assessment of available and missing data;
- Establishment of measures of success;
- Discussion of outreach objectives and strategy, particularly to ensure an equitable outreach process; and
- Identification of stakeholders

This meeting will be conducted online via Zoom after project contract execution.

TASK 1.2: INTERDEPARTMENTAL MEETING

TPUDC will conduct an Interdepartmental Meeting with representatives of all City agencies/departments relevant to the administration and enforcement of the Building Zone Regulations. While intended to be conducted in-person, these interviews may be conducted online via Zoom or other video conferencing service if necessary.

TASK 1.3: SITE RECONNAISSANCE & CITY TOUR

TPUDC will conduct a reconnaissance tour of the City and its surroundings, with Staff as our guide. If necessary due to Covid restrictions, this Task will occur as a virtual reconnaissance tour using Zoom screen sharing and Google Street View.

TASK 1.4: ELECTED OFFICIAL / POLICY-MAKER INTERVIEWS

TPUDC will conduct interviews with members of the approving bodies involved in the adoption of the new Building Zone Regulations. The Client will arrange all meeting dates, times, and locations in coordination with TPUDC.

Through these interviews, TPUDC will begin to identify any potential barriers and issues that need to be addressed during the code writing process and help TPUDC prepare for public engagement. While intended to be conducted in-person, these interviews may be conducted online via Zoom or other video conferencing service if necessary.

TASK 1.5: STAKEHOLDER INTERVIEWS

TPUDC will conduct up to four individual or group stakeholder interviews as needed. If it is determined that these interviews are needed, TPUDC and the City will work together to determine the list of participants based on who will provide pertinent insights

into the issues related to the Building Zone Regulations. While intended to be conducted in-person, these interviews may be conducted online via Zoom or other video conferencing service if necessary.

TASK 1.6: PROJECT MANAGEMENT PLAN

Following the Project Initiation Meeting, City Staff and the TPUDC will establish a set of Project milestones and further refine the Project Scope set forth in this Proposal. TPUDC will create a Project Management Plan that identifies the roles of all Project Staff and participants and sets out in detail the refined Project Scope and Project Schedule, including all Tasks and major milestones. TPUDC will establish and facilitate meetings and calls with key City Staff to review progress and assess needs as they arise.

TASK 1.7: PUBLIC OUTREACH & ENGAGEMENT PLAN

Working with City Staff, TPUDC will craft an Outreach and Engagement process that is accessible to the entire community regardless of planning knowledge.

TASK 1.8: ONGOING PROJECT MANAGEMENT

TPUDC will continue to work closely with City Staff and the Project Team to ensure on-time and on budget delivery of all work products. The TPUDC Project Manager will be responsible for regular project check-ins, file management, invoicing, and other project-related responsibilities.

PHASE 2: PROJECT KICK-OFF

TASK 2.1: PROJECT BRANDING

TPUDC will work with City Staff to develop a Project brand to ensure the community knows about the Building Zone Regulations update project and actively participates in the process.

TASK 2.2: WEBSITE

TPUDC will create a website for the project and provide content for the site. TPUDC will provide training to City Staff so that they may administer the website too.

TASK 2.3: MEDIA COVERAGE, PRINT & SOCIAL MEDIA CAMPAIGNS

TPUDC will work with City Staff to help initiate the social media campaign using the tools agreed upon and identified during the completion of the Outreach & Engagement Plan. This first round of media outreach will be used to bring awareness of the Project and build excitement. Printed materials will also be developed to make a first connection with stakeholders that do not have an online presence. The Client will be responsible for printing and delivery of materials created by the TPUDC.

TASK 2.4 PUBLIC KICK-OFF EVENT

TPUDC will facilitate a public presentation and discussion that will serve as the initial introduction of the Project to the community. It will be used to provide a brief overview of the coding process, generate, and share ideas, build excitement, and give the community an understanding of the Project. TPUDC will work with City Staff to identify a suitable location for this and all subsequent outreach events. The Client will be responsible for securing the location for all events. This event may also be held virtually if physical distancing requirements restrict in-person events.

TASK 2.5: ONGOING PROJECT MANAGEMENT

Project management will continue throughout Phase 2.

PHASE 3: PREPARATION & ANALYSIS

TASK 3.1: REVIEW DRAFT EAST NORWALK NEIGHBORHOOD TOD PLAN

TPUDC will conduct a peer review of the Draft East Norwalk Neighborhood TOD Plan (Updated 6-16-20). Our review will focus on the proposed amenity structure and parking recommendations, per the RFP. Close attention will be given to the regulations as they relate to the existing Building Zone Regulations.

TASK 3.2: REVIEW EXISTING DOCUMENTS

Current and completed planning documents and studies will be inventoried and reviewed to ensure that the TPUDC's work builds upon existing knowledge.

Documents to be reviewed include, but are not limited to:

- Existing Building Zone Regulations
- Building Zone Map
- Citywide Plan
- Industrial zone study
- Building Zone Regulations Update, Evaluation & Recommendations report (Planimetrics)

TPUDC will evaluate current standards and administrative policies to inform the creation of the new Building Zone Regulations and review other relevant sections of the City Code and Ordinances to understand their relationship to the new Building Zone Regulations.

TASK 3.3: ZONING DIAGNOSTIC REPORT REVIEW

TPUDC will review the Building Zone Regulations Update, Evaluation & Recommendations Report. This document will serve as a checklist to begin the Building Zone Regulations update. The City will provide TPUDC with a clear and concise summary of known issues with the current Building Zone Regulations, including any barriers to development, unclear procedures, a list of desired updates to the existing Regulations and additional components of the new Building Zone Regulations previously contemplated.

By reviewing this information, opportunities for improvement and elements that work well and should be kept as part of the updated Building Zone Regulations will be identified. TPUDC's independent review of the existing Regulations will identify any inconsistencies, barriers to quality development, clarity, ease of use, efficient process, and organization. Formatting and other factors affecting usability will also be addressed.

TPUDC will have a telephone conference with Staff to discuss the findings of the Building Zone Regulations, Evaluation & Recommendations and to review and gather any additional input from Staff regarding possible improvements to the regulatory framework.

TASK 3.4: COMMUNITY FORM & CHARACTER ANALYSIS

TPUDC will conduct an analysis of the historic architectural and development patterns of Norwalk, including the existing residential neighborhoods and the City's major corridors. TPUDC will work with the City to identify any areas that may require the development of context-sensitive regulations, those that may be appropriate for hybrid or form-based zoning as described in the Citywide Plan, and those that may retain Euclidean, or conventional use-based standards.

TPUDC will analyze existing conditions and collect field data and measurements by conducting Synoptic Surveys of representative exemplary locations in the City, as identified by Staff and citizens. By documenting the measurable dimensions and observable character of these areas, TPUDC will identify desirable future character and codify the results. These detailed surveys will allow TPUDC to catalog the range of urban forms present in Norwalk and will provide the baseline for the metrics of new zoning districts incorporated into the Building Zone Regulations. Information gathered will include observations and measurements of the public space, street character, building form, and land uses.

TASK 3.5: ONGOING PROJECT MANAGEMENT

Project management will continue throughout Phase 3.

PHASE 4: PLANAPALOOZA™

TASK 4.1: GENERATE NECESSARY BACKGROUND MAPS

TPUDC will work with City Staff to prepare base mapping for use during community outreach sessions, and as the base for any planning and mapping work. TPUDC will work closely with the City to obtain available GIS base layers including environmental constraints (floodplains, wetlands, hazardous material sites, community impacts, special flood hazard areas, and historic properties) identified on local and State databases, as well as parcel lines, existing buildings, roads, and other pertinent data layers that will be needed by TPUDC.

TASK 4.2: PRINT, SOCIAL MEDIA & MEDIA CAMPAIGNS

The print and media campaign will continue during Phase 4, inviting stakeholders to participate in the planning process and provide their input. Social media outlets will be populated regularly with information on upcoming meetings as well as planning best practices to educate the citizens and develop a common language that everyone understands.

TASK 4.3: PUBLIC DESIGN WORKSHOP / PLANAPALOOZA™

TPUDC will conduct a four-day Planapalooza™ workshop for the project. The schedule will include multiple presentations, technical roundtable discussions, public input sessions and client meetings. There will be multiple opportunities and methods for the public to provide ideas and feedback and to comment on the revisions to the ordinance and future planning concepts for the City. Additionally, based on the local political process, a strategy will be developed to include the regulatory agencies and approving officials in the Planapalooza™ process. The Planapalooza can be conducted virtually if physical distancing and limitations on group gatherings is required at the time of Phase 4.

- **SUB-TASK 4.3.A: PUBLIC PRESENTATION & HANDS-ON CITIZEN WORKSHOP**

On the first evening, TPUDC, will deliver an introductory presentation on the principles of good planning, sustainable growth, and other topics relevant to the Project, and will outline the process moving forward. This portion of the meeting will also provide an opportunity for the public to ask questions. Comment cards will be available at the meeting as an option for those who may not be comfortable speaking in front of a large group.

Following the presentation, TPUDC will facilitate a hands-on workshop where the public will be invited to go over the current vision and contribute their ideas, working over base maps to discuss how the Building Zone Regulations can build on that vision and any other concerns or ideas they may have relating to the Building Zone Regulations, or development in the City. All meetings will be open to the public for those interested in the future of growth and development in Norwalk. The Client will be responsible for securing the event location and assist with table facilitation during the workshop.

- **SUB-TASK 4.3.B: TECHNICAL MEETINGS**

During the first days of the Planapalooza, open meetings on relevant topics will be held with various agencies, stakeholder groups and the general public in attendance. Meeting will cover topics such as preservation, redevelopment and infill, economic development, neighborhood character, building type and placement, and any other critical topics determined in collaboration with the City. Specific discussion will be included in the conversations related to economic development; multi-modal transportation; sustainability and climate change resiliency; housing opportunity and affordability; equity and transparency; character and historic heritage. The input gathered from these meetings will build on the inventory and assessment of issues and opportunities in Norwalk and help inform the generation of the revised standards. Our land use and coding expert, Bill Wright, will meet with the City Attorney as part of this Sub-Task.

- **SUB-TASK 4.3.C: OPEN STUDIO**

Over the course of the Planapalooza™, TPUDC and participating City Staff will work from a space centrally located within the City, such as a first-floor vacant storefront or municipal building. This space will function as our office, meeting room, gallery and studio. The public will be able to drop in on their lunch hour, after work, or even late in the night, to ensure that everyone has an opportunity to participate in the process. TPUDC team members will be available to engage with the community, answer questions, and accept feedback and ideas, and in turn make “real time” changes to our work products based on public input. The Client will be responsible for securing the studio space and all associated expenses, as well as providing materials and office supplies/furniture such as tables, chairs, printers, and such. The Client is also expected to be present for the larger part of the Planapalooza™, helping field questions from the public and participating in meetings and events.

- **SUB-TASK 4.3.D: PLANNING AND ILLUSTRATIONS**

TPUDC will work with the community to further develop specific visions for the districts that will be regulated under the Building Zone Regulations. This work will inform preparation of the Building Zone Map and the Building Zone Regulations and will provide a framework for promoting high quality infill and redevelopment, clearly illustrating community goals and strategies, and laying the groundwork for new investment and development in Norwalk. During the Planapalooza, TPUDC will work with Staff to review and discuss the proposed outline and organizational structure of the Building Zone Regulations. To help clarify the implications of the updated Regulations for the public, TPUDC will use a variety of illustrative techniques, including models and renderings.

- **SUB-TASK 4.3.E: WORK-IN PROGRESS CLOSING PRESENTATION**

On the final evening of Planapalooza™, TPUDC will give a presentation that describes the process to date, explains the vision and designs, and presents other findings and products developed during the Planapalooza. This is another opportunity for the public to provide feedback and shape the direction of the vision.

- **SUB-TASK 4.3.F: CLIENT MEETING**

Following the Planapalooza closing presentation, TPUDC will meet with City Planning Staff to debrief on the Planapalooza, receive additional feedback on the vision and Building Zone Map, and to confirm the proposed organizational structure of the Building Zone Regulations. TPUDC will work with the City to reconfirm the schedule for the last phases of work and to strategize on any issues that may arise during the Planapalooza.

TASK 4.4: ZONING COMMISSION UPDATE

TPUDC will attend one virtual meeting with the Zoning Commission either before or after Planapalooza to provide them with a project update. If travel and meetings schedules allow it, this meeting may take place in-person in conjunction with Planapalooza trip.

TASK 4.5: ONGOING PROJECT MANAGEMENT

Project management will continue throughout Phase 4.

PHASE 5: DRAFTING THE BUILDING ZONE REGULATIONS

TASK 5.1: CLIENT REVIEW DRAFT OF REGULATIONS

TPUDC, will begin to prepare a Client Review Draft of the Building Zone Regulations in conjunction with the planning work at the Planapalooza. In this way, the Regulations will be informed by the planning and visioning work as it progresses, as well as input received from community participation, discussions with City Staff and elected officials, and review of existing studies. The new Regulations will be written to align with the recommendations in the City-wide Plan.

Working in collaboration with the City Attorney, TPUDC will seek to ensure that the Norwalk Building Zone Regulations are in compliance with all local and state laws. TPUDC will work with City Planning Staff to determine the format of the new Regulations and what elements should be included.

TPUDC will calibrate standards for the initial areas that will be covered by the Building Zone Regulations, reflecting the unique character of those areas. The Regulations will include the requirements and metrics necessary to guide development in Norwalk so that it is in keeping with the City's vision. The Building Zone Regulations will be graphically based and will include diagrams and illustrations for its concepts and standards. While the specific content of the Building Zone Regulations document will be finalized during the Project, it will likely include portions of the following:

- Overview / General Provisions;
- Building Zone Map
- Illustrations (bird's eye views, street-level renderings, and/or "before and after" illustrations) to enhance usability;
- Building and Lot Standards, including Building Form and Height standards, Setbacks, Building Types and Green Building standards;
- Private and Public Frontage Types
- Use Regulations
- Civic Space standards;
- Public Frontage (Thoroughfare) standards;
- Parking and Access standards;
- Signage and Lighting Standards;
- Definitions

The Building Zone Regulations will include a user's guide for City staff, property owners and developers. This information can be provided within the Regulations, or can be developed as a separate handbook. It will include an explanation of Building Zone Regulations utilization procedures, provide sample application forms, and illustrate application processes using flowcharts and diagrams.

TASK 5.2: PRESENTATION OF CLIENT DRAFT BUILDING ZONE REGULATIONS

After delivery of the Client Review Draft of the Building Zone Regulations, TPUDC will give an orientation walk-through of the document to City Staff.

*** CLIENT TASK: CLIENT REVIEW PERIOD**

Planning Staff and the City Attorney will review the Client Review Draft for a period of up to 30 days. At the end of that review period, Planning Staff will provide a single set of consolidated requested revisions to TPUDC. The Client Review Draft will be provided in PDF format to Planning Staff, and any comments on the draft shall be provided to TPUDC using Adobe's commenting tools, which TPUDC can demonstrate if necessary. Revisions will be limited to scriveners' errors or oversights related to topics and items previously agreed upon, and signed off on by the Planning Staff ("Minor Revisions"). If any other revisions are requested other than Minor Revision, these will be considered an Additional Service.

TASK 5.3: REVIEW & ADDRESS REVISIONS ON CLIENT DRAFT BUILDING ZONE REGULATIONS (PREPARE PUBLIC DRAFT CODE)

TPUDC will review the revision requests provided by Planning Staff and the City Attorney at the end of the Client Review Period and discuss any questions about the revisions with Staff. TPUDC will then incorporate Staff's requested revisions into the Public Draft of the Building Zone Regulations to create the Public Draft.

TASK 5.4: ONGOING PROJECT MANAGEMENT

Project management will continue throughout Phase 5.

PHASE 6: REFINING THE BUILDING ZONE REGULATIONS

TASK 6.1: PRESENTATION OF PUBLIC DRAFT BUILDING ZONE REGULATIONS

Upon delivery of the Public Draft of the Building Zone Regulations, TPUDC will return to Norwalk to present the Draft Code at a public meeting of residents, property owners, policymakers, stakeholders, and City Staff. During this meeting, TPUDC will give an orientation of the new Building Zone Regulations and provide opportunities for input and comments from the public.

TASK 6.2: PRINT, SOCIAL MEDIA & MEDIA CAMPAIGNS

The Media Campaign will continue during Phase 6, inviting the public to review the Public Draft of the Building Zone Regulations and provide feedback.

*** CLIENT TASK: PUBLIC REVIEW PERIOD**

City Staff will receive comments on the Public Draft of the Building Zone Regulations over a 30-day review period. Planning Staff will review and vet the public comments. At the end of the Public Review Period, Planning Staff will provide TPUDC a consolidated set of specific revisions to be incorporated into the next draft of the document based on the public comments received.

TASK 6.3: ADDRESS COMMENTS ON PUBLIC DRAFT OF BUILDING ZONE REGULATIONS (PREPARE ADOPTION DRAFT)

TPUDC will review the consolidated set of specific revisions provided by Staff at the end of the Public Review Period and discuss any questions it has about them with Staff. TPUDC will then make the requested revisions to the Public Draft of the Building Zone Regulations, creating the Adoption Draft, which will be ready for the adoption process.

TASK 6.4: ADDITIONAL DRAFTS, PRESENTATIONS OF CODE, AND/OR MEETINGS WITH STAKEHOLDERS

If additional drafts, presentations, or meetings are requested after the Adoption Draft is delivered, but before the commencement of the approval process under Phase 7, TPUDC would be pleased to provide those as an Additional Service.

TASK 6.5: ONGOING PROJECT MANAGEMENT

Project management will continue throughout Phase 6.

PHASE 7: BUILDING ZONE REGULATIONS ADOPTION

TASK 7.1: TECHNICAL ASSISTANCE & PRESENTATIONS

During the approval process, TPUDC will provide technical assistance as needed by creating audience-specific presentations and consulting and strategizing with Staff. TPUDC will make one formal in-person presentation of the Building Zone Regulations to the Zoning Commission. At that meeting, City Staff will collect comments, questions, and suggestions for refinements to the Building Zone Regulations and consolidate them into a set of specific revision to be provided to TPUDC. If additional presentations are requested, they will be considered an Additional Service.

TASK 7.2: PUBLIC HEARING REVISIONS

TPUDC will make one round of additional minor edits as requested by the approving authorities.

TASK 7.3: ONGOING PROJECT MANAGEMENT

Project management will continue throughout Phase 7.

APPENDIX B: RATE SCHEDULE

Where this Agreement provides for Client's payment to Consultant of compensation on an hourly or daily basis, professional fees shall accrue, and compensation shall be paid in accordance with the following hourly and daily rate schedule:

<u>Position</u>	<u>Hourly Rates</u>
Principal	\$200
Director of Coding	\$200
Director of Implementation	\$165
Urban Designer	\$150
Graphic Designer	\$90
Illustrator	\$150
Administrative/Coordinator	\$60

Consultant reviews its hourly rates each calendar year and reserves the right to modify its rate schedule at such time. Consultant will provide Client with written notification in advance of any such change.

APPENDIX C: BACKGROUND INFORMATION

The Consultant must receive the information listed below, to the extent it is currently available, and any other relevant information requested by the Consultant, at least four weeks prior to the Planapalooza. It is essential that this information be thorough and accurate, as it will form the basis for the Deliverables. All documents shall be provided in searchable PDF format if possible, with text documents provided in MS Word format if available. Mapping information will be provided as native GIS files. The Consultant will create a Client Dropbox folder as a repository for all background information.

1. **Mapping and GIS Information**, including, but not limited to the following elements:
 - a. Georeferenced aerial photography
 - b. Municipal boundary;
 - c. Zoning;
 - d. Current and future land uses;
 - e. Existing thoroughfares (edge of pavement and right-of-way);
 - f. Parking;
 - g. Driveways;
 - h. Existing sidewalks, walkways and paths;
 - i. Existing water bodies, shorelines and streams;
 - j. Existing property lines;
 - k. Building footprints;
 - l. Historic building footprints;
 - m. Civic building footprints;
 - n. Building heights;
 - o. Lot coverage percentage;
 - p. Building age;
 - q. Historic or other district boundaries;
 - r. Topography;
 - s. Existing drainage information;
 - t. Existing utility information;
 - u. Tree Masses;
 - v. Parks and open spaces;
 - w. Existing physical or environmental constraints;
 - x. Any other significant features both above and below the ground and water.

Mapping information should be provided in GIS format, with elements symbolized using color and line weight protocols to be proved by the Consultant. The Consultant should also be provided with contact information and access to the City's GIS supervisor or consultant. We understand that the Client may not have some data sets on this list. If this is the case, the Client and Consultant will work together to determine if the missing data is available from other sources or if the Client can create it.

2. **List of Variances**, from the past 5 to 10 years in a Microsoft Excel spreadsheet, organized by topic.
3. **List of known Issues with existing ordinance**,
4. **Published Comments**, as available, of local government officials and administrators, which relate to zoning, land use, or development issues or projects relevant to the study area or Project.
5. **Relevant Site Studies**, including but not limited to:
 - a. Previous zoning, land use or development related studies;
 - b. Soils maps/reports;
 - c. Topographic analysis;
 - d. Environmental studies or mitigation plans;
 - e. Traffic studies;
 - f. Infrastructure studies;

- g. Market feasibility studies.
- h. Any other relevant site studies.

6. **Current & Long-Range Planning Documents** including but not limited to:

- a. Master Plans;
- b. Future Land Use Plans;
- c. Zoning Maps;
- d. Any other relevant planning documents

7. **Other appropriate documentation** related to the Project, including but not limited to:

- a. Historical timeline of growth and development;
- b. Business composition, including major employers and emerging markets;
- c. Economic development initiatives currently in place;
- d. Summary of local regulations and policies that affect housing;
- e. Composition of current housing stock;
- f. Listing of local housing organization;
- g. Schedule for planned investment in road improvements;
- h. Current status of City perspective on passenger rail discussion;
- i. Inventory, and description, of current public / civic spaces;
- j. Listing of all open space and trail management organizations;
- k. Map of existing and proposed trail system;
- l. Description of threats to water quality and quantity and existing water protection and preservation measures;
- m. Inventory of critical natural resource and scenic areas;
- n. Inventory of historic and archaeological resources;
- o. Existing policies, standards, and organizations in place to protect historic and archaeological resources;
- p. Description of any forest or agricultural resources and current steps being taken to promote local farms and woodlots;
- q. Description of issues relating to stormwater management, public water & sewer, septic tanks, utilities, emergency response, solid waste, communications, health care, municipal government, and school locations and capacity;
- r. Schedule of planning investment in facilities and service improvements;
- s. Description of fiscal issues, including tax revenue as compared to planned and needed expenditures, anticipated changes in the tax base, capacity and strategies to fund capital investments, the City's current borrowing capacity, and opportunities for sharing with neighboring communities;
- t. List of pending development applications or other anticipated projects.

APPENDIX D: FEE SCHEDULE

	Subtask Total	Phase Total
PHASE 1: PROJECT COORDINATION		\$8,030
1.1 Project Initiation Meeting	\$1,100	
1.2 Interdepartmental Meeting	\$700	
1.3 Site Reconnaissance & Village Tour	\$700	
1.4 Elected Official/Policy-Maker Interviews	\$2,000	
1.5 Stakeholder Interviews	\$800	
1.6 Project Management Plan	\$300	
1.7 Public Outreach & Engagement Plan	\$300	
1.8 Ongoing Project Management	\$2,130	
PHASE 2: PROJECT KICK-OFF		\$16,020
2.1 Project Branding	\$1,060	
2.2 Website	\$9,900	
2.3 Media Coverage, Print & Social Media Campaigns	\$840	
2.4 Public Kick-Off Event	\$2,180	
2.5 Ongoing Project Management	\$2,040	
PHASE 3: PREPARATION & ANALYSIS		\$27,600
3.1 Review Draft East Norwalk Neighborhood Village District Regulations	\$9,960	
3.2 Review Existing Documents	\$6,600	
3.3 Zoning Diagnostic Report Review	\$6,600	
3.4 Community Form & Character Analysis	\$2,200	
3.5 Ongoing Project Management	\$2,240	
PHASE 4: CHARRETTE		\$54,110
4.1 Generate Necessary Background Maps	\$1,200	
4.2 Print, Social Media & Media Campaigns	\$1,020	
4.3 Public Design Workshop/Planapalooza (Including Sub-Task 4.3.A - Task 4.3.F)	\$48,550	
4.4 Zoning Commission Update	\$700	
4.5 Ongoing Project Management	\$2,640	
PHASE 5: DRAFTING THE BUILDING ZONE REGULATIONS		\$74,240
5.1 Client Review Draft of Regulations	\$49,100	
5.2 Presentation of Client Review Draft of Regulations	\$2,200	
5.3 Review & Address Comments on Client Draft Regulations (Prepare Public Draft)	\$21,000	
5.4 Ongoing Project Management	\$1,940	
PHASE 6: REFINING THE BUILDING ZONE REGULATIONS		\$12,040
6.1 Presentation of Public Draft Building Zone Regulations	\$4,200	
6.2 Print, Social Media & Media Campaigns	\$480	
6.3 Address Comments on Public Draft of Code (Prepare Adoption Draft)	\$5,920	
6.4 Additional Drafts, Presentations, and/or Meetings	TBD	
6.5 Ongoing Project Management	\$1,440	
PHASE 7: CODE ADOPTION		\$7,960
7.1 Technical Assistance & Presentations	\$5,160	
7.2 Public Hearing Revisions	\$1,960	
7.3 Ongoing Project Management	\$840	
TOTAL FEE		\$200,000

APPENDIX E: Project SCHEDULE

SCOPE OF SERVICES | WORK SCHEDULE

The following proposed timeline is based on the project approach described in the Scope of Services. We plan for the Building Zone Regulations Update to be completed in approximately 18 months. The timeline below assumes a start date in the first quarter of 2021.

