ECONOMIC AND COMMUNITY DEVELOPMENT
OF THE COMMON COUNCIL

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

TO: MEMBERS, ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE COMMON COUNCIL

FROM: JOHN KYDES, CHAIRMAN

DATE: APRIL 29, 2022

RE: MEETING NOTICE

The next scheduled meeting of the Economic and Community Development Committee of the Common Council will be held on Thursday, May 5, 2022 at 7:00pm. To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at www.norwalkct.org/meetings.

Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.

Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will called on by the host of the meeting during the public comment section. Please find the information using the link above.

Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.

Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Maritza Alvarado at malvarado@norwalkct.org to provide written public comment prior to the meeting.

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE COMMON COUNCIL
REGULAR MEETING
MAY 5TH, 7:00PM
AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC PARTICIPATION

I. ADMINISTRATION

A. Approval of the Minutes of April 7, 2022 Meeting.

II. NEW BUSINESS

A. PLANNING AND ZONING

1. Review of the Industrial Zone Study.

PUBLIC HEARING ON POCD, CITYWIDE PLAN AMENDMENT TO INCLUDE INDUSTRIAL ZONES STUDY.

B. TRANSPORTATION, PARKING, AND MOBILITY

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

Account No.	0921 4120 5777 C0232
	0917 4021 5777 C0562
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	0922 4120 5777 C0581
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	0920 4120 5777 C0598
	0921 4120 5777 C0598
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	0921 4120 5777 C0648
	0920 4120 5777 C0649
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133710-5796-AEC01
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4. Authorize the Mayor, Harry W. Rilling to execute an on-call contract with Vanasse Hangen Brustlin, Inc. for an amount not to exceed $400,000.00.

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133710-5796-AEC01
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5. Authorize the Mayor, Harry W. Rilling to execute an on-call contract with WSP USA Inc. for an amount not to exceed $300,000.00.

Account No. 0921 4120 5777 C0232
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133710-5796-AEC01
133710-5796-AEC02
133710-5796-AEC03
133710-5796-AEC18
133710-5796-AEC22

6. Update on parking in Norwalk over the past 5 years including violations and the courtesy card program.

C. REDEVELOPMENT AGENCY

1. Authorize the mayor to execute a license agreement with SONO TOD II, LLC, over a 46,107 sq. ft. portion of 30 Monroe Street for purposes of due diligence investigation concerning said realty, and all other agreements and documents necessary and incidental to the purpose for which said license agreement is granted.

2. Authorize City and Redevelopment Agency staff to commence negotiations of a land disposition and development agreement with SONO TOD II, LLC ("developer") concerning the conveyance of a 46,107 sq. ft. portion of 30 Monroe Street ("city parcel") from the city to the developer, the development of a certain site being the city parcel combined with certain parcels identified in the Norwalk Tax Assessors land records as m/b/l 2/55/6, 2/55/7 and 2/55/22 owned by the developer, and to proceed on the basis of the key terms presented in the SONO TOD II IDA term sheet.

III. OLD BUSINESS

ADJOURNMENT

CITY OF NORWALK
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
OF THE COMMON COUNCIL
REGULAR MEETING
APRIL 7, 2022
VIA ZOOM

ATTENDANCE: John Kydes, Chair; David Heuvelman; Thomas Keegan; Thomas Livingston; Barbara Smyth; Darlene Young (7:16)

STAFF: Sabrina Church, Director Business Development and Tourism; Vanessa Valadares, DPW, Thomas Kulhawik, Police Chief; Gino Gatto, Fire Chief, Chris Torre, Public Works; Chitsamay Lam, Comptroller; William Hodel, Board of Education; Lunda Asmani, Chief Financial Officer; David Westmoreland, Norwalk Historical Commission; Patsy Brescia, Lockwood Mathews Mansion; Bill Travers, Director of Transportation; Robert Stowers, Parks & Recreation; Ed McCabe, Assistant Fire Chief

OTHERS: Diane Lauricella; Diana Revolous, Common Council; Diane Cece, Brain Bidoli, Norwalk Redevelopment Agency; Gregory Burnett, Common Council

CALL TO ORDER

Mr. Kydes called the meeting to order at 7:01 p.m.

ROLL CALL

Mr. Kydes called the roll.

PUBLIC PARTICIPATION

Diane Lauricella said she is in favor of planting trees and making the city more walkable and liveable. She added she would like to see more investment in green infrastructure projects which are taking awhile to get moving. Ms. Laurichella believes the city cannot wait another year to move on this project. She added she was glad the Broad River Complex was kicked another year or two. She requested that Recreation and Parks conduct a diagnostic study to find out more about natural turf and the true cost of maintaining artificial turf. She said it's very expensive and might find out the benefits of natural turf. She said if a study was done it would find natural turf is worth further consideration.

Ms. Brescia was the next speaker and she spoke about the Lockwood Mathews Mansion project. She said this is the final step toward the mechanical steps to upgrade the mansion.

Ms. Cece of East Norwalk Association mentioned the capital budget approval to point out the funding for Veteran's Memorial Park seems inadequate. She said she wanted the committee to take this into account. She said the existing plan for the park was never fully funded.

I. ADMINISTRATION

A. Approval of the Minutes of March 3, 2022, Meeting

**** MR. KEEGAN MOVED THE MINUTES**

Mr. Livingston made one correction. He said on page 4 "commented'' should be changed to "commended".

**** MOTION TO APPROVE THE MINUTES AS AMENDED OF THE MARCH 3, 2022 MEETING PASSED UNANIMOUSLY**

II. NEW BUSINESS

A. FY2023 CAPITAL BUDGET

1. Approve the advancement of the FY2023 Capital Budget to the Common Council for approval.

Mr. Livingston moved the item.

Ms.Valadares said the salt shed in the garage is warn out and will cost $174,000. She said the bridge repairs for all bridges less than 20-foot span. Ms. Valadares had a filler on Rowayton Avenue Bridge. She said for the West 7th Street bridge the state will pay for 80% and the city 20. Ms. Valadares said the pavement manage program is a 5 year forecast and she asked for $7 million because construction costs are higher. She said it's a very large program. Ms. Valadares said only $2 million was funded this year. The next item was sidewalks and historic street lights on the last block of Wall Street up to East Avenue. She said won't need $425,000 and would like to move that to sidewalks and curbs. Mr. Kydes believes Mr. Travers is fine with this change. Mr. Kydes said the amendment should read Wall Street Historic Street Lighting of $425,000 will be moved to item C0318 Sidewalks and Curbs totaling that request to $2,425,000.

Mr. Livingston moved the item.

**** MOTION TO APPROVE THE AMENDMENT PASSED UNANIMOUSLY**

The next item was foot path replacement which not additional money is needed. She said general drainage will be funded by ARPA Act. For Coastal Resilence a study to start the initiative will be needed. Regarding Tree planting, she said a staff member from Tree Advisory Committee is working on this and will apply for grants. She said regarding the East Avenue Roadway and Bridge construction the work of routing underground utilities between Winfield to Fort Point Street and then to Olmstead is to be paid in three installments. The first installment was paid last year and the second installment will be paid in June/July.

Ms. Valadares said she want to improve right of way. She said on Elizabeth Street the city would like everything to go underground. A consultant will be needed to design the project for cable, fiber and phone.

She said the goal is to find ways to increase green infrastructure. She said regarding fleet replacement older trucks from the 80s. Ms. Young asked how many trucks would be replaced.

Mr. Torre said that money only replaces one truck. He said typically they replace two trucks a year. He added the cost is $800,000 for one electrical vehicle. Mr. Livingston pointed out the allotted funds would cover the cost of two trucks.

Ms. Lam of the Finance Department spoke next. She said this request is to install walls for two offices.

Ms. Liu of IT spoke next about nine items for $683,000. The items include public safety, library and cybersecurity. She said the Police Department refresh for mobile data for 10 patrol cars will cost 53K, microsoft office 2021 upgrade version from 2013 totals $120,000. Ms. Liu said the fire truck technology will be upgraded including hardware and software. A price of $175,000 for cybersecurity and technology to manage the network including data encryption and server refresh $17,500 to maintain the infrastructure and basic needs in case the server is down. There is also a desktop and laptop refresh for $165,000 for City Hall, Library and Public Works. The

Health conference room smart board will be upgraded for $7,500 for better technology. The final item is $38,000 for library public computer access for Sono and Main Library.

Ms. Harris talked about Community Services she explained they are in the final year of the 5 year program digitalizing the newspapers at the library. Two of the historic publications are the Norwalk Centennial and the Norwalk Gazette and the cost will be 33,000. She said the next item is the Sono Branch she said more senior citizens have come in to read and having rooms that can be repurposed. Ms. Harris looking for furniture that can be easily cleaned. The technology upgrades will include upgrading the access points. She said they are replacing their 7-year-old Mac computers, the 3D printers and laptops.

Chief Kulhaik was the next speaker. He said the only item that was not approved was the request for unmarked vehicles. He said the those for himself and his two deputy chiefs. Chief Kulawik explained that if it is not approved this year the vehicles will have well over 100K miles and would have little value.

He said the cost is $170,000 for the three vehicles and one ATV for the beach.

Chief Kulhawik talked about a new 3D scanner for crime reconstruction. The department has one but it cannot be upgraded. He said it is important for serious crime and everything has to be documented when they go to court.

Mr. Livingston asked if there are any other sources of revenue that can be used for the vehicles. Chief said other money has been used before and added he will do his best. He said electric vehicles not an option for regular fleet because they are used 24/7. He said there is a 30 week wait for any vehicles ordered on July 1 due to supply chain issues.

The next speaker was Chief Gatto from the Fire Department. He said all six items have been approved. The items included two new engines. The second is for a refurbished fire bolt, building repairs (including locker room facilities and led in the garage), vehicles (3 Ford Maverick Pick Up Trucks), Station 5 Room Replacement and Ladder Truck refurbishment.

Mr. McCabe said the ladder truck refurbishment is for $117K and is from 2010. The current plan is to replace every 18-20 years. He explained the truck has held up but has rust from salt on the roads during winter.

The next item was Economic and Community Development for Lockwood Mathews Mansion. Ms. Brescia said this has been in the works since 2008 and will bring heat and electricity to all floors of the building. She said they have $8 million from the state plus the money requested from the city. She said the building was built during the Civil War and not easy to be brought up to code. She said the goal is to go to bid late summer and start construction as soon as possible. Ms. Brescia said the project has to be done all at once.

Mr. Westmoreland said the issue is no other work can be undertaken until this gets done. He said he is only asking for the minimum this year. He requested the following: Smith Street restoration of the old jail, AA access Mill Plan, some repair done on the tower, repairs or preservation of the Museum collection and rebuilding walls at Pine Island Cemetery and Cemetary.

Mr. Bidoli spoke about affordable housing. 359 a deal with Trinity for financing for affordable housing. He said this will pay off the existing debt. The second item was a grant for infrastructure was approved around South Norwalk Train Station and the amount is $3 million from the city.   Also a $3 million grant was approved and the city will contribute $1.1 million.

Ms. Church talked about the Arts Commission request for $50,000 that was made to add public art to the city inventory. She said they want to work on the Monroe Street bridge underpass. Ms. Church said the second item is a public art inventory and the goal is to continue to update and digitize it.

She said the Small Business and Main Street Program request is for $150,000. She said any additional money wil . She said the second request is for planters, urns and some maintenance of local parks and the third request is $10,000 for a new plotter to print out maps and plans.

Mr. Travers said the Wall Street Corridor Project is in Phase 1and Phase 2 includes Belden Avenue down to Mott and into East Avenue. He said the third phase includes Wall Street to Burnell and Issac.   He said already they were awarded $3.5 million and have another grant application for $3.5 million.

The next item is the Norwalk River Valley Trail which started 10 years ago and this money is to keep the trail in a state of a good repair. He said the next item is final inventory of all sidewalks. He said sidewalks requests are quite common. Mr. Travers said the next item is for roadway design and reconstruction and traffic signal improvement.

Mr. Kydes asked Mr. Tavares to speak to some of the items that were not approved. Mr. Travers cited George Street sidewalks to advance the design. Autonomous shuttle pilot the lowest rated item and should wait at this point. Gregory Boulevard and 5th Street traffic circle. He said he is concerned about the lack of a pedestrian connection. Mr. Travers said looking at some solutions, but the plan was not approved. He also cited Seaview Avenue designs and funding was set aside and need to work on advancing that. Safe routes to school. Need sidewalks installed on Highland Avenue to make it safer for kids walking to school. The problematic 5 road intersection on East Avenue with Park Street and Main Avenue.

Mr. Kydes asked about Parking Authority items. Mr. Travers said the Wall Street is being transformed and will be redoing the Yankee Doodle Garage. He said it is an unfriendly garage and they are working on advancing some designs.   The other issue is revenue control equipment. He said the Sono Train Station and Maritime Garage want people to be able to get out in time. He said there ia a demand for contactless payment.

Mr. Kydes asked about the Gregory Boulevard roundabout. Mr. Taveras said this one has seasonal traffic volume and he wants to create a more friendly network for cyclists and pedestrians too. Mr. Taveras said he feels this would be an opportunity to get grant money.   He stated total construction costs would be $1.5 million and $100,000 would get the project into semi final design.

Mr. Kydes asked about public art inventory. Ms. Church said it was done in 2015 and added it is not time sensitive. Mr. Kydes pointed out getting the ball rolling will be more important.

Mr. Kydes proposed an amendment to take $100,000 from public art and apply it to the project for Gregory Boulevard/Calf Pasture Road interior improvements.

Mr. Keegan moved the amendment

**** MOTION TO APPROVE THE AMENDMENT TO TAKE $100,000 FROM PUB:IC ART INVENTORY TO GREGORY BOULEVARD/5TH STREET/MARVIN/CALF PASTURE ROAD INTERIOR IMPROVEMENTS PASSED UNANIMOUSLY**

Mr. Rennie was the next speaker and he spoke about building management which consists of three projects: building repair at City Hall for $95,000, new carpeting on 1st floor for $40,000 and rehabilitation of the bathrooms on first floor.

The other items were as follows: various capital improvements, police facilities to replace heat and smoke detectors and improve the locker room areas, public work center salt shed roof replacement, Nathaniel Ely for $275,000 for rooftop air conditioning and heating units and make it more energy efficient. Building and energy efficient equipment, redo the parking lot at Ben Franklin, environmental remediation for all the buildings, Roosevelt ($20,000 for design services) for a new roof and the final item was for the health department for additional doors and keep children out of lab areas and new doors and access controls.

Ms. Young asked whether Ben Franklin was funded and Mr. Rennie clarified that Ely was not funded.

Mr. Stowers spoke about Parks & Recreation The items included: school park programs upgrades at playgrounds and Devon's Place $260,000 and some improvements at Flax Hill Park ($150,000). replacing a Box Truck from 2006 and a Bobcat Tool Cap machine to assist with snow blowing and leaf collection and replacement of a F 250 Pickup Truck and 2010 FF 2020 ($48,000) and a slope mower for Oyster Shell Park ($64,000). The next item is Calf Pasture Beach ($1.8 million) including $500,000 for pavement reconfiguration at the beach and for a Skate Park. The fourth item is for basketball and tennis courts including Cranbury Park and Roosevelt Center. Mr. Stowers said regarding Cranbury Park at the Mansion they have a $5 million grant for work on the mansion.

Mr. Livingston asked for more specifics about Cranbury.

He said Parks & Recreation is looking at a trail system plan and demolishing the garage and building a new garage for equipment. Mr. Stowers said most of the work will go into the kitchen, rest rooms, electrical and plumbing. The kitchen will be upgraded. He said there is also work to be done on the basement due to drainage problems.

Mr. Stowers said on Veteran's Park the ask was for $750,000 ($700,000 for marine replacement) and $50,000 for a study about tides, drainage and agriculture. He said the need is to solve the flooding problem. Mr. Stowers said athletic fields have to be regraded and clay added, new mounds and bases and they have to be maintained annually. He added $560,000 will be spent to replace the existing track at Brien McMahon. Mr. Stowers said $50,000 was asked for tree replacement to remove or replace damaged trees. He said $50,000 was requested for backstops and fencing maintenance and Oyster Shell Park ($250,000) part of the Master Plan for walkways and paving. He said paving and curbing is needed at some of the school parks. Urban Freeze Park ($25,000) is part of the Master Plan for fencing and lead paint to be removed. The estimate is $425,000. He said the Mayor recommended almost everything that was requested.

Mr. Asmani spoke about the Board of Education items. The first item was security upgrades after reviewing some incidents at Norwalk High School and a new committee was convened. Mr. Asmani said they are enhancing the IB Program to the Middle School at Nathan Hale and Roton. The request was for $100,000 for textbooks. Mr. Asmani said the air conditioning request was made for Wolfpit and then to Naramake and the Rowayton. He said the ask for capital repairs and maintenance is for a fund to be created. He said funds have been requested for underground fuel tank removal and none are leaking. The goal is to remove tanks at West Rocks, Columbus and Tracey. He said the final request is for a vehicle request. He said the truck is 18 year old. He said the recommendations is for a gas vehicle for $90,000 which is $35,000 less than propane.

Mr. Livingston asked why the decrease from propane to gasoline. He said they do have a propane box truck which is two years old. Mr. Livingston said he is not in favor of going from propane to gasoline. Mr. Heuvelman agreed and said it would be a step back.

Mr. Kydes recommended an amendment to take $125,000 from C0112 Instructional Technology and move to C0123 District Vehicles.

Mr. Livingston moved the item.

**** AMENDMENT TO MOVE $125,000 FROM INSTRUCTIONAL TECHNOLOGY DISTRICT VEHICLES**
**** AMENDMENT PASSED UNANIMOUSLY**

Mr. Burnett said what is the process to recommend an addition to the capital budget He said he would propose it at the Council table. He said the item goes back to the Police Department for three unmarked vehicles and a comment was made if the Chief did not receive a vehicle he would be ok. The recommendation would be to add two vehicles. Mr. Burnett said he would look at the other line items to see where he could come up with the money. Mr. Burnett was informed the deficit would be about $110,000.

**** MOTION TO APPROVE THE FY2023 BUDGET AS AMENDED**
**** MOTION PASSED UNANIMOUSLY**

III. OLD BUSINESS

There was no old business.

MOTION TO ADJOURN

**** MR. SMYTH MADE A MOTION TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

Meeting adjourned at 10:02 p.m.

Respectfully submitted,
G. Venuto

Memorandum

April 18, 2022

To: Economic & Community Development Committee

From: Steve Kleppin, Planning & Zoning Director

Re: Update to the Citywide Plan (POCD) – Industrial Zones Study

The first step in modifying the zoning regulations and map is to incorporate the findings of the Industrial Zones Study, by amendment to the Citywide Plan. The amendment is fairly simple as indicated below:

Page 250, Add "v"

Implement the recommendations of the Industrial Zones Study. The City will further evaluate, modify as necessary and implement the recommendations within the study.

When: 2022-2029
Who: Planning & Zoning
Resources: Staff time

For your convenience, I have attached the full page 250 of the Citywide Plan. The full plan can be viewed at: https://tomorrow.norwalkct.org/wp-content/uploads/2020/10/Norwalk-Citywide-Plan.pdf

Running along a similar track are the actual amendments to the zoning map and the zoning text. Those amendments can be viewed at:

The POCD can be viewed at: https://www.norwalkct.org/3088/Industrial-Zones

END

Economic & Community Development Committee

Industrial Zones Referral

5.5.22

Intent

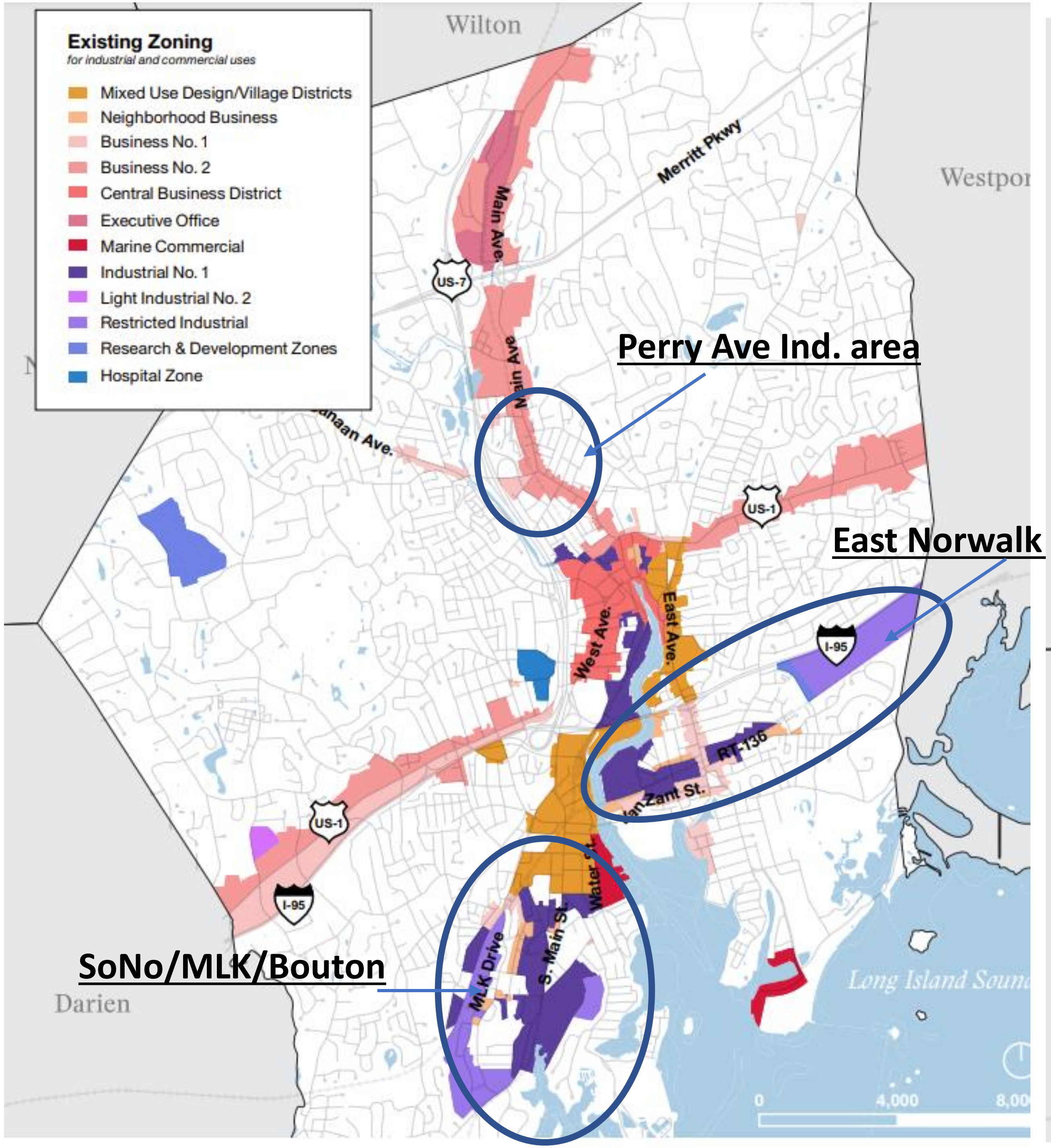
- Rectify historical landuse conflicts between certain land uses
- Ensure there is adequate land available to accommodate desired, future, commercial growth
- Identify the types of uses that are viable and needed uses to aide in job growth
- Evaluate current land use regulations and identify incentives to encourage desired uses and development and make recommendations on future uses and appropriate locations for those uses

Actions Taken

- Convened a steering committee to choose a consultant and oversee the study
- Secured the services of a consultant with industrial landuse expertise
- Conducted outreach, though interviews, surveys, polling and public meetings
- Prepared a study with recommendations related to zoning and future landuse applications

Key Findings & Recommendations

- Simplified & clear zoning classifications for the different industrial land uses
- Add definitions to properly identify the various users
- Corrected zoning boundaries to clearly identify where the appropriate uses should be located, and over time, reduce conflicts between residential uses and commercial uses
- Provide incentives for landowners to consider uses which are more in keeping with the area, while hopefully also increasing the value of their properties
    - Increased building height/stories
    - Parking Reduction
    - Supplementary uses to monetize the commercial uses
- ~ 70% reduction in the amount of land classified as heavy industrial
- ~ 45% Increase in areas for commercial vehicle storage
- Distinguish the types of contractor yards (earth processing verse vehicle/equipment storage)
- Separate/compendium study of the industrial waterfront
    - Will proceed on separate approval track
    - 2nd public meeting 5/9
    - Draft plan to follow
- Rezone Norden area to I2, pending further evaluation


Existing Zoning
for industrial and commercial uses
Mixed Use Design/Village Districts
Neighborhood Business
Business No. 1
Business No. 2
Central Business District
Executive Office
Marine Commercial
Industrial No. 1
Light Industrial No. 2
Restricted Industrial
Research & Development Zones
Hospital Zone
Wilton
Westpor
Darien
Merritt Pkwy
Main Ave.
US-7
US-1
I-95
West Ave.
East Ave.
RT-136
Van Zant St.
Water St.
S. Main St.
MLK Drive
Long Island Sound
Perry Ave Ind. area
East Norwalk
SoNo/MLK/Bouton
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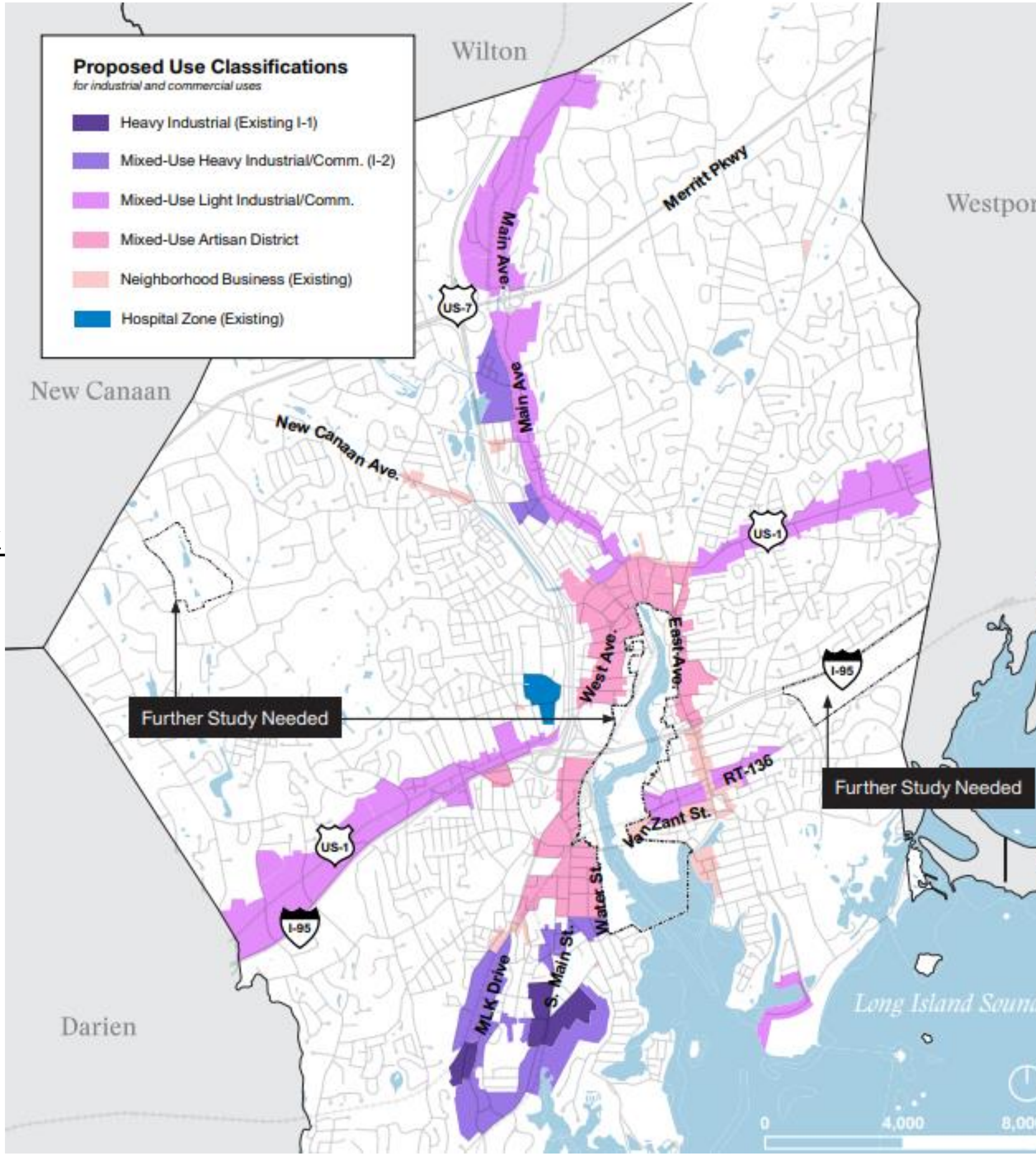
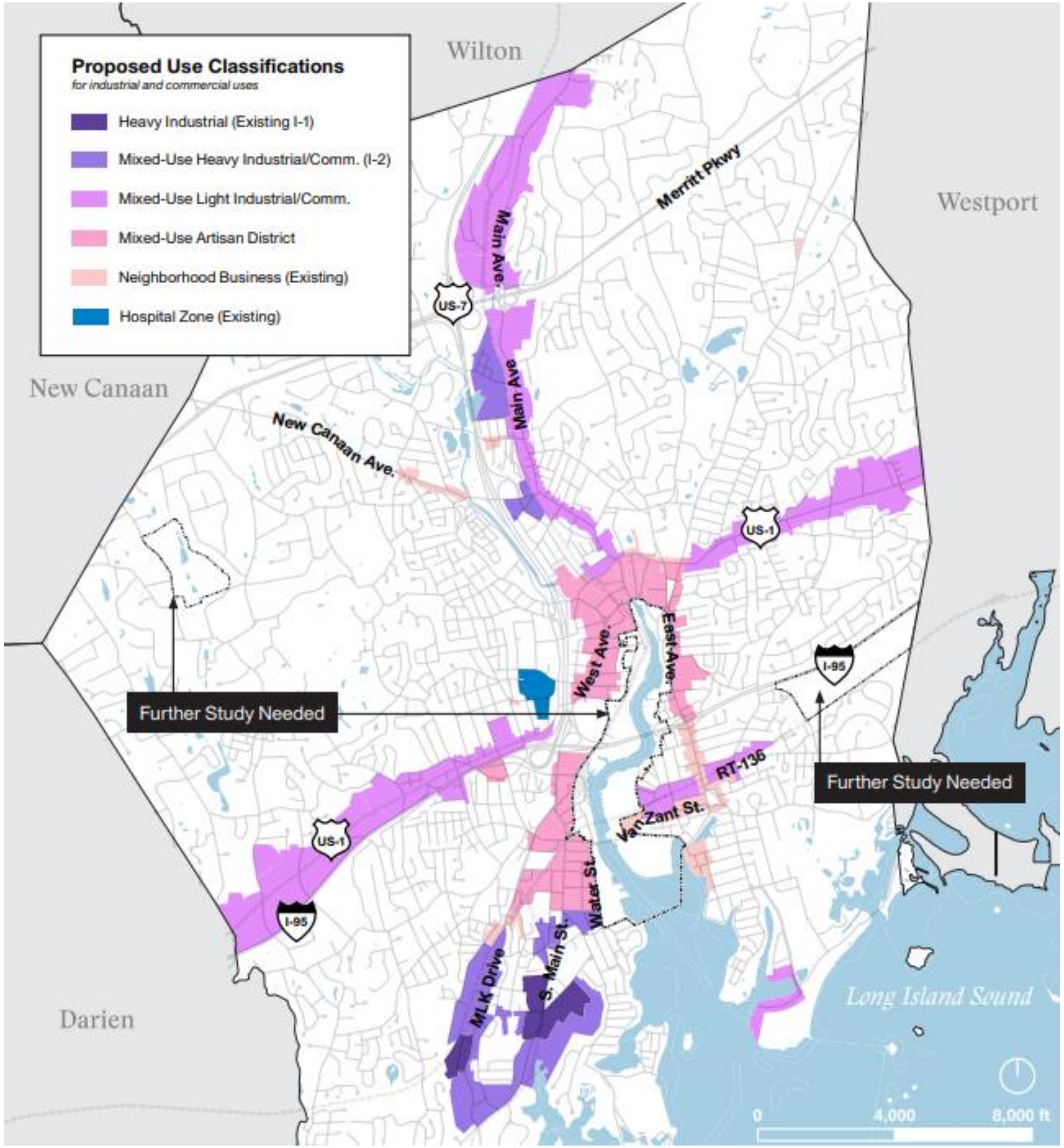
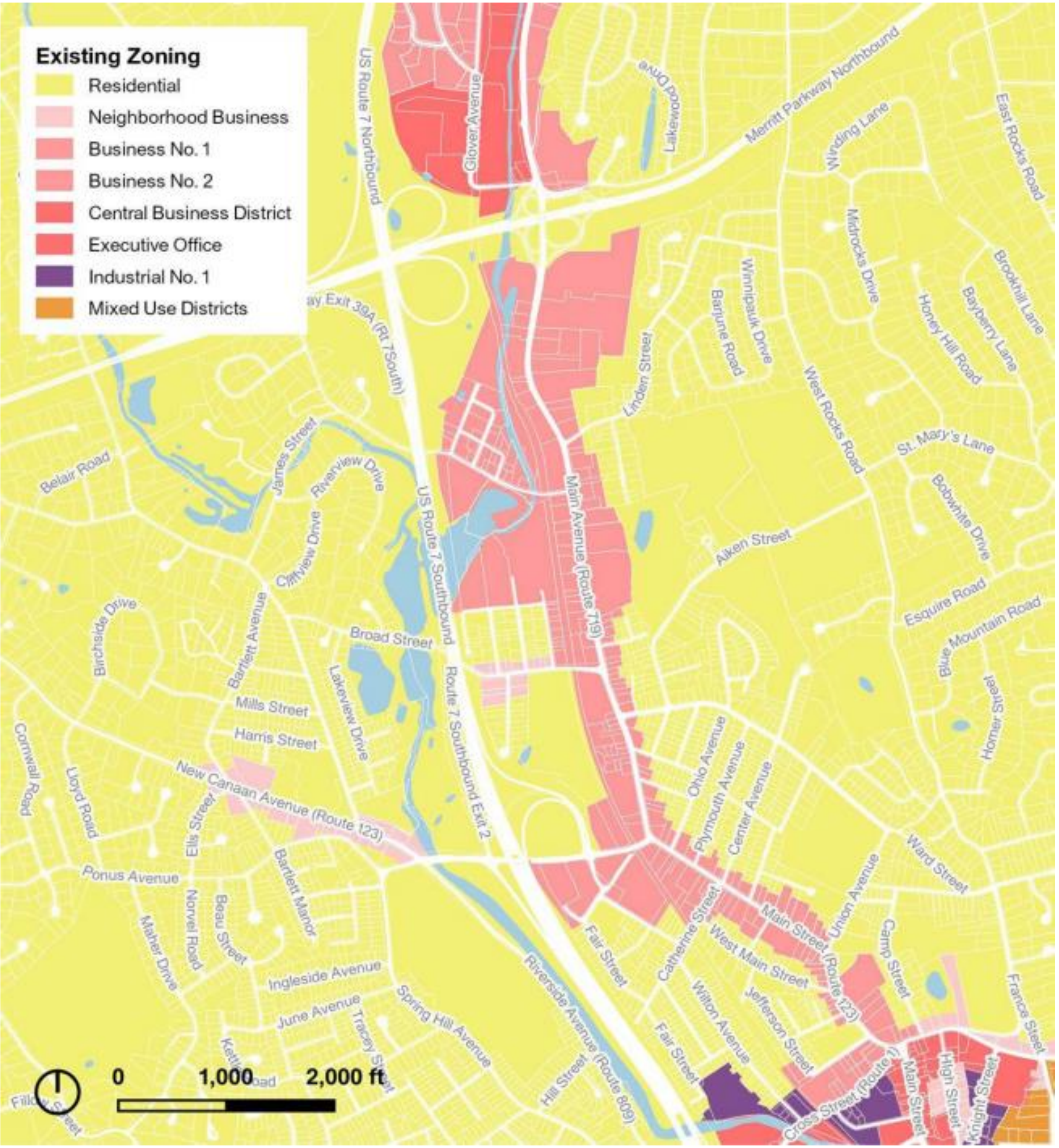
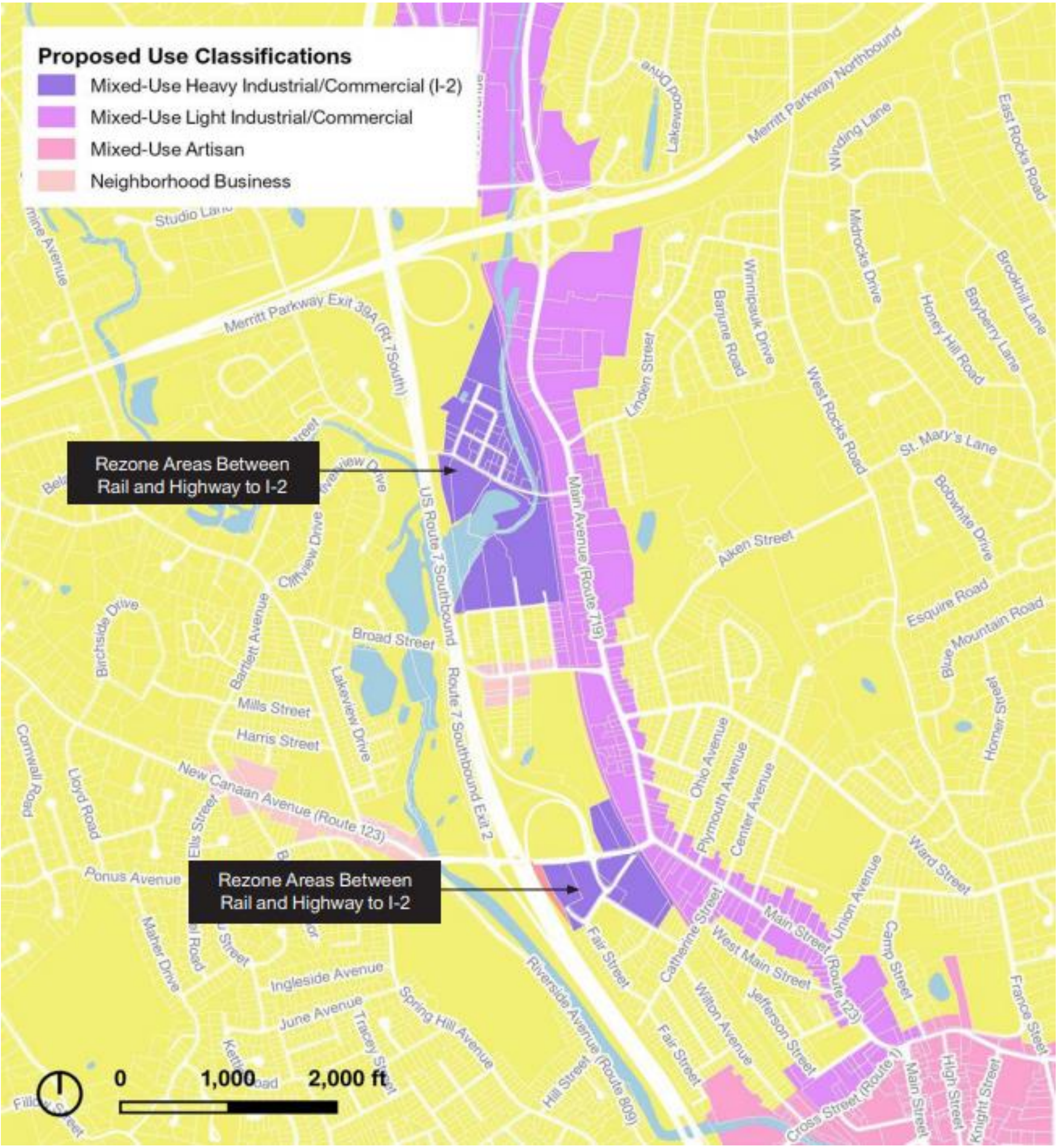

Proposed Use Classifications
for industrial and commercial uses
Heavy Industrial (Existing I-1)
Mixed-Use Heavy Industrial/Comm. (I-2)
Mixed-Use Light Industrial/Comm.
Mixed-Use Artisan District
Neighborhood Business (Existing)
Hospital Zone (Existing)
Wilton
Westpor
New Canaan
Darien
Merritt Pkwy
New Canaan Ave.
Main Ave.
US-7
US-1
I-95
West Ave.
East Ave.
RT-136
Van Zant St.
Water St.
S. Main St.
MLK Drive
Further Study Needed
Further Study Needed
Long Island Sound
0
4,000
8,00

Classification	By-Right	Special Permit**	Multi-family
Heavy Industrial (Existing I-1 Zone)	• Heavy Manufacturing • Utilities	• Waste Management • Warehousing & Transportation • Contractor Yards (site, building materials, and storage yards) • Commercial Recreation	Prohibited
Mixed Use Heavy Industrial/Commercial (Proposed I-2 Zone)	• Light Manufacturing • Research & Development • Commercial Services • Social Services • Contractor Offices (plumbing, HVAC, electrical, etc.) • Offices • Retail & Showrooms (as accessory use)	• Heavy Manufacturing • Contractor Yards (non-earth moving outdoor supplies and vehicle parking) • Warehousing & Transportation (as accessory use) • Commercial Recreation • Off-Street Parking Facilities • Artist Live/Work & Maker Space • Self-Storage	Special Permit
Mixed-Use Light Industrial/Commercial	• Light Manufacturing • Research & Development • Warehousing (as accessory use) • Commercial Services • Social Services • Contractor Offices (plumbing, HVAC, electrical, etc.) • Offices • Retail & Showrooms (as accessory use)	• Artist Live/Work & Maker Space • Self-Storage	Special Permit
Mixed-Use Artisan (Downtown Core and Bus Zones)	• Boutique Manufacturing • Research & Development (<25,000 SF) • Artist Live/Work & Maker Space • Retail, Restaurants, Office		By Right

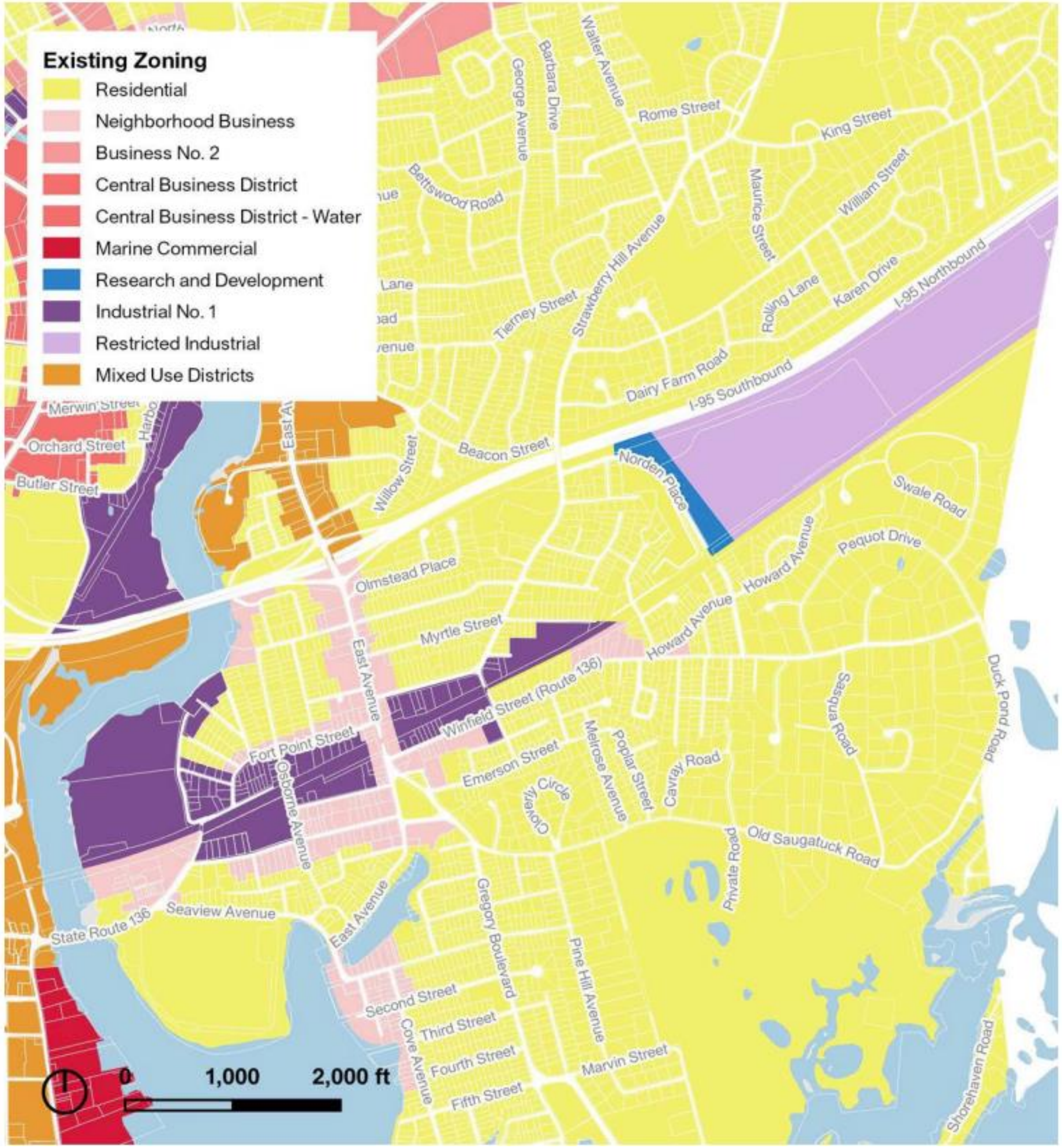


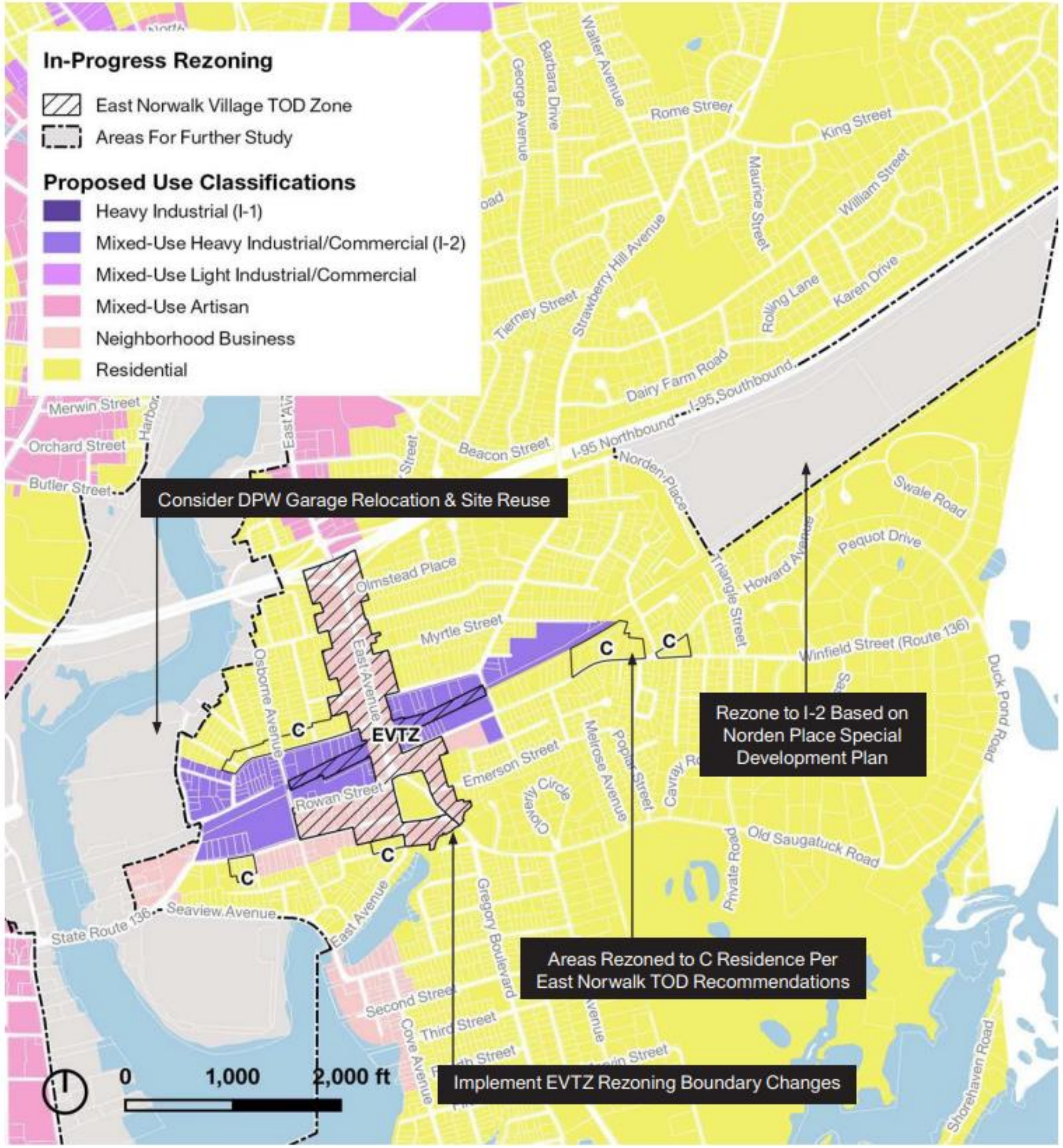


Existing Zoning
Residential
Neighborhood Business
Business No. 1
Business No. 2
Central Business District
Executive Office
Industrial No. 1
Mixed Use Districts
US Route 7 Northbound
Merritt Parkway Northbound
Main Avenue (Route 7)
US Route 7 Southbound
New Canaan Avenue (Route 123)
Main Street (Route 123)
West Main Street
Riverside Avenue (Route 809)
Cross Street (Route 1)
Broad Street
Aiken Street
0
1,000
2,000 ft



Proposed Use Classifications
Mixed-Use Heavy Industrial/Commercial (I-2)
Mixed-Use Light Industrial/Commercial
Mixed-Use Artisan
Neighborhood Business
Rezone Areas Between Rail and Highway to I-2
Rezone Areas Between Rail and Highway to I-2
Merritt Parkway Northbound
Merritt Parkway Exit 39A (Rt 7South)
Main Avenue (Route 7)
US Route 7 Southbound
New Canaan Avenue (Route 123)
Main Street (Route 123)
Riverside Avenue (Route 809)
0
1,000
2,000 ft


Existing Zoning
Residential
Neighborhood Business
Business No. 2
Central Business District
Central Business District - Water
Marine Commercial
Research and Development
Industrial No. 1
Restricted Industrial
Mixed Use Districts
0
1,000
2,000 ft


In-Progress Rezoning
East Norwalk Village TOD Zone
Areas For Further Study
Proposed Use Classifications
Heavy Industrial (I-1)
Mixed-Use Heavy Industrial/Commercial (I-2)
Mixed-Use Light Industrial/Commercial
Mixed-Use Artisan
Neighborhood Business
Residential
Consider DPW Garage Relocation & Site Reuse
EVTZ
Rezone to I-2 Based on Norden Place Special Development Plan
Areas Rezoned to C Residence Per East Norwalk TOD Recommendations
Implement EVTZ Rezoning Boundary Changes
0
1,000
2,000 ft

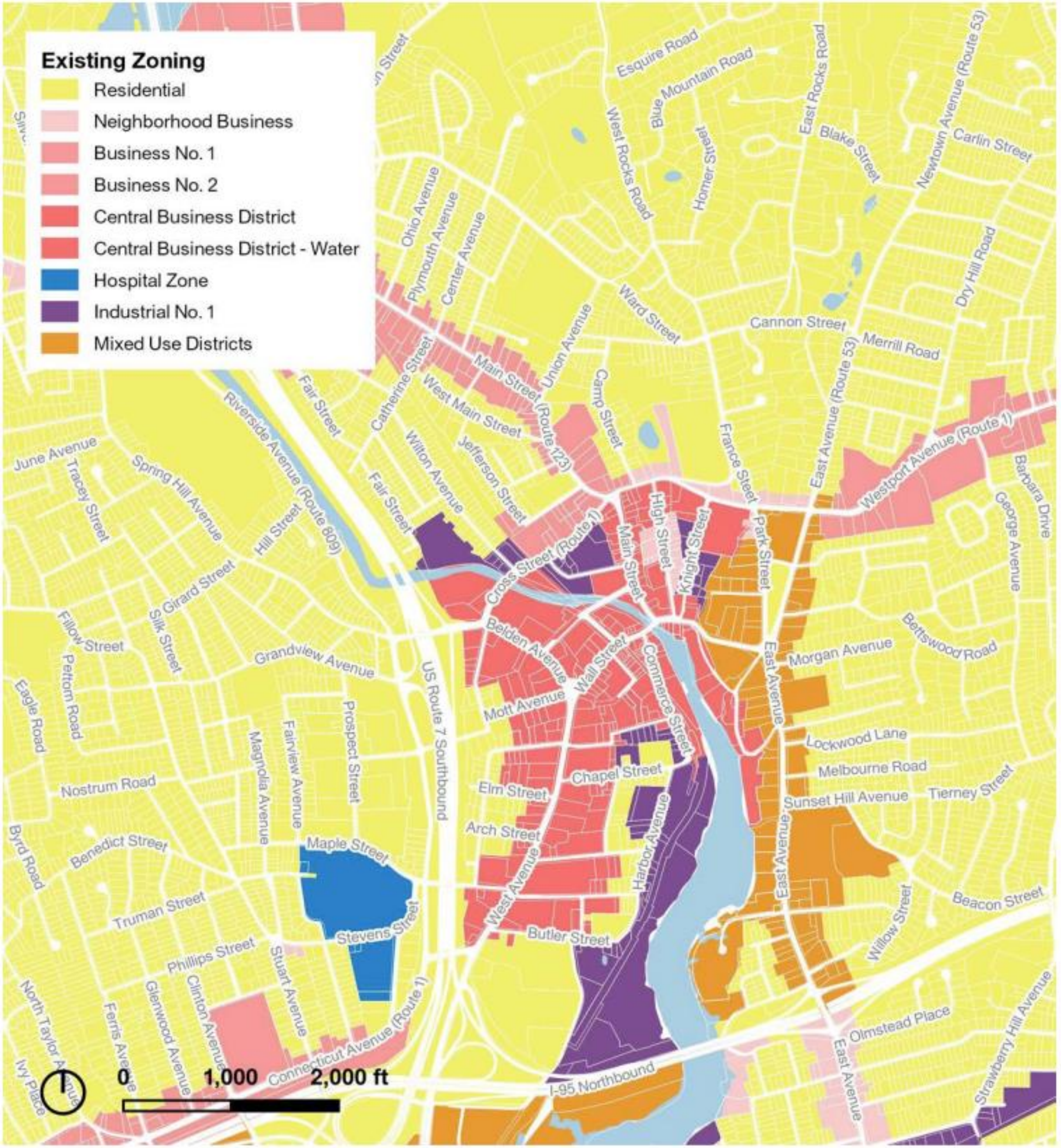


Figure 60. Downtown Core: Existing Zoning

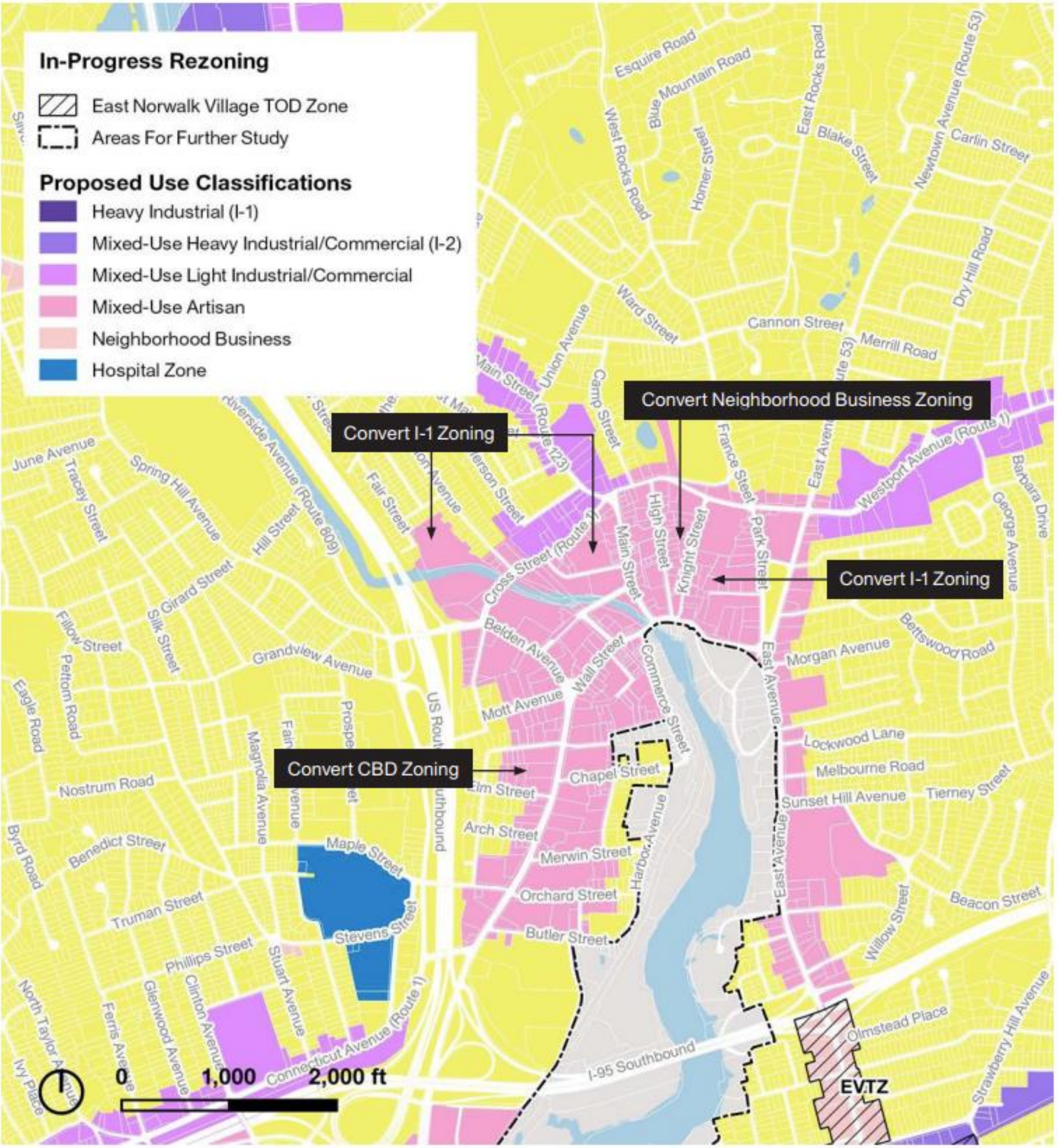


Figure 61. Downtown Core: Proposed Zoning

Per Plan

Appendix A:
Detailed Proposed Rezoning Maps

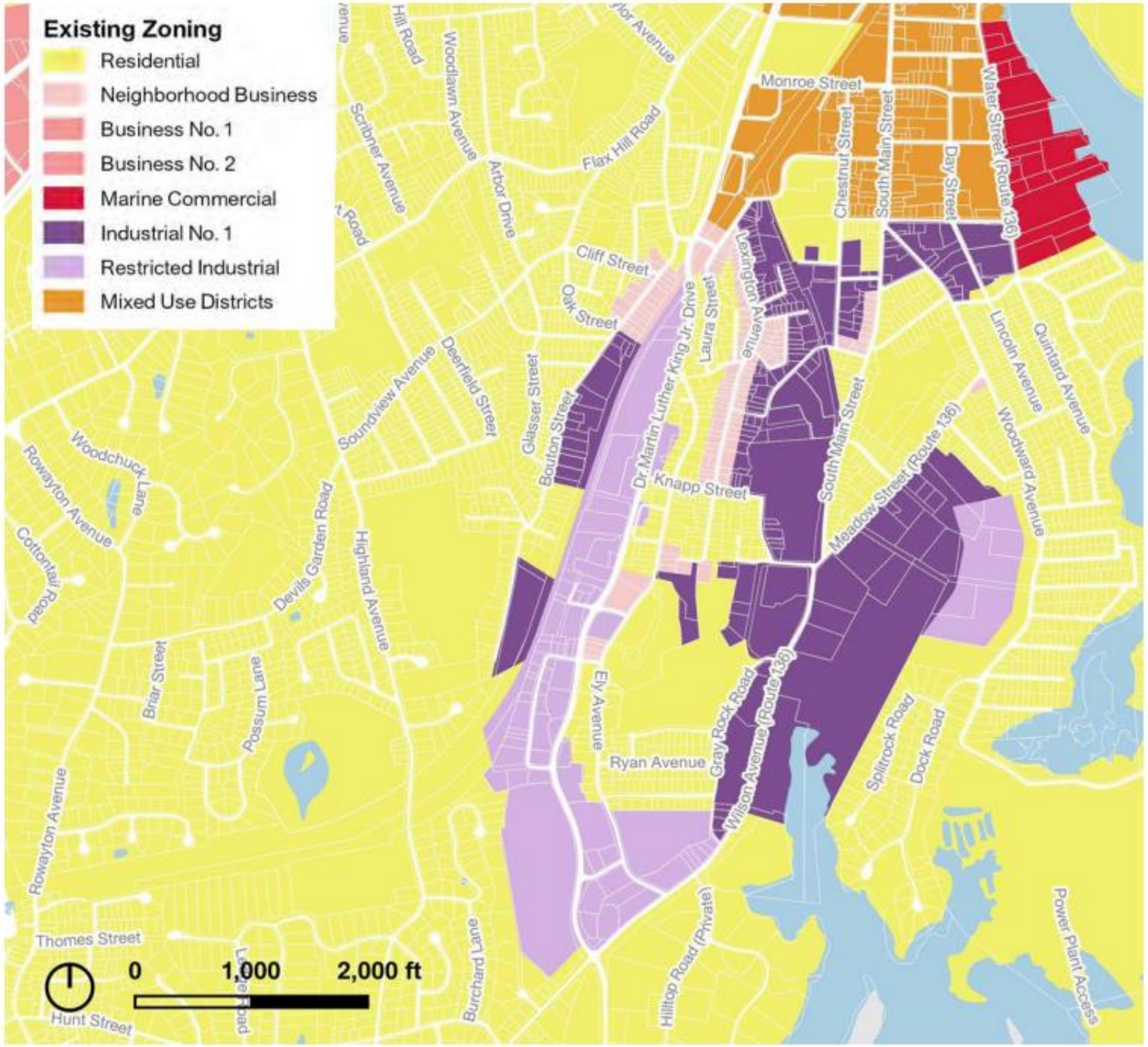


Figure 52. South Norwalk Study Area: Existing Zoning

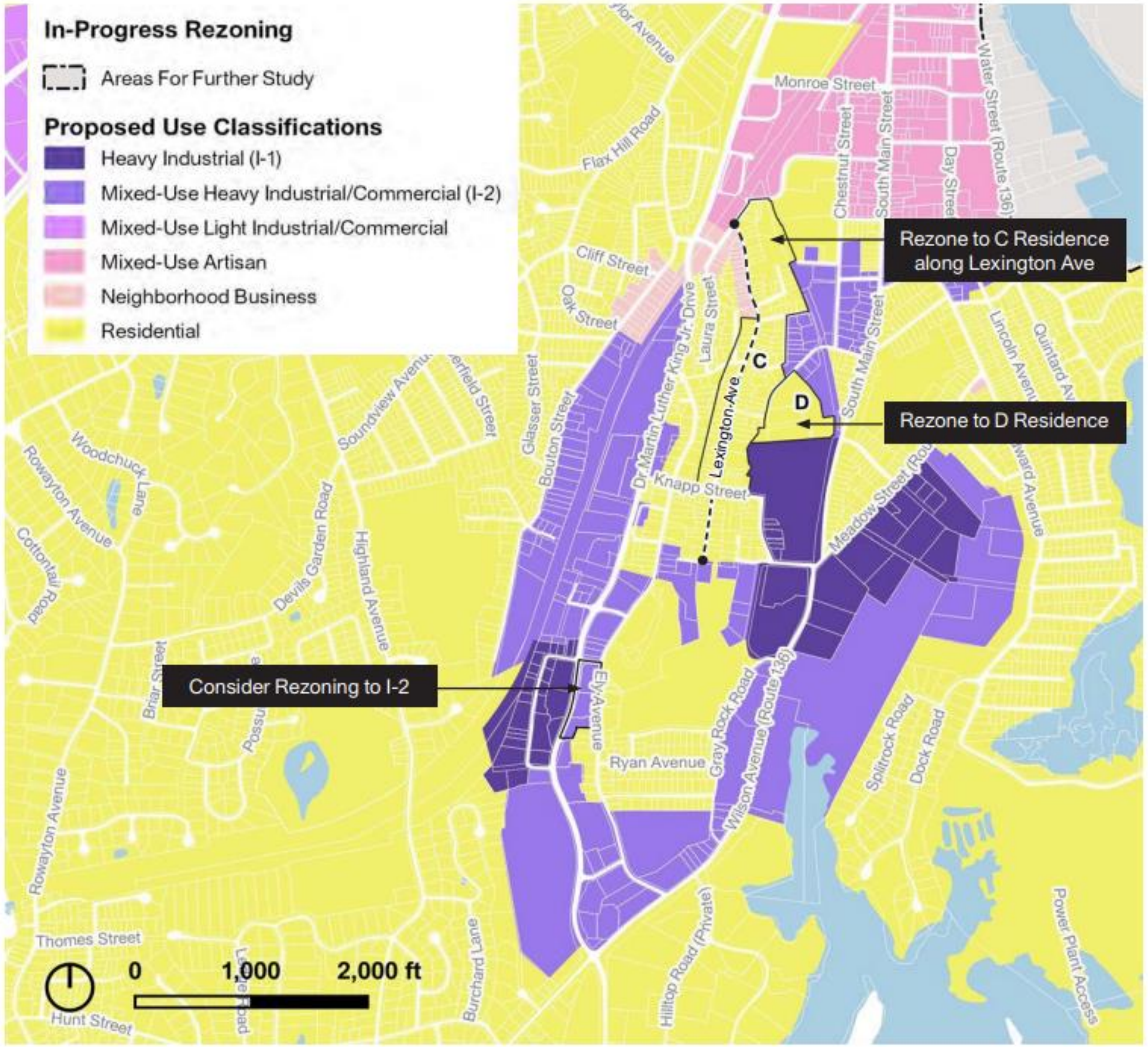


Figure 53. South Norwalk Study Area: Proposed Zoning

Likely Change

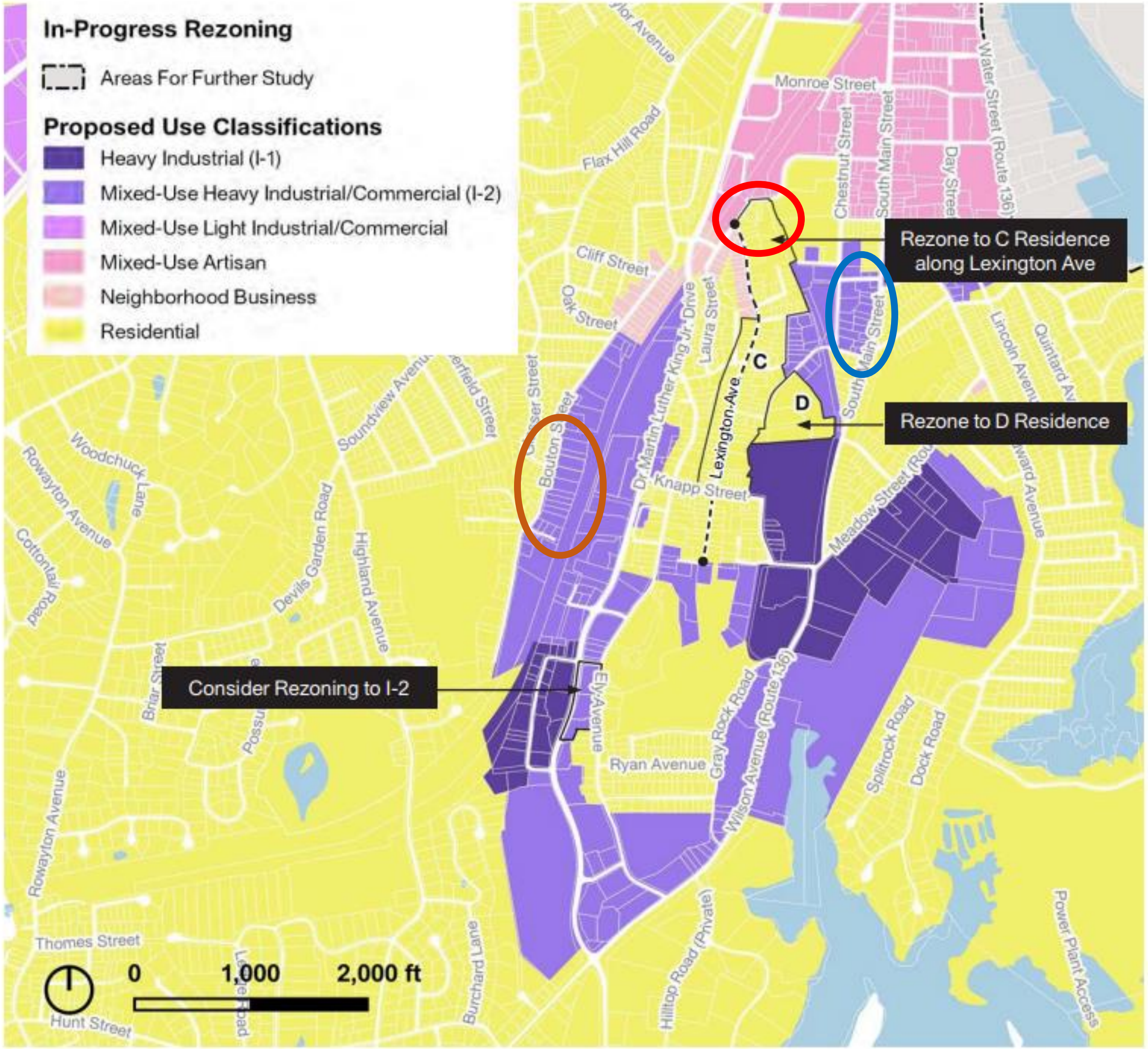


Figure 53. South Norwalk Study Area: Proposed Zoning

Red Area (Ely Ave.)

I inadvertently flagged this for change to C Res. The indicated parcels should go to NB.

Likely Change

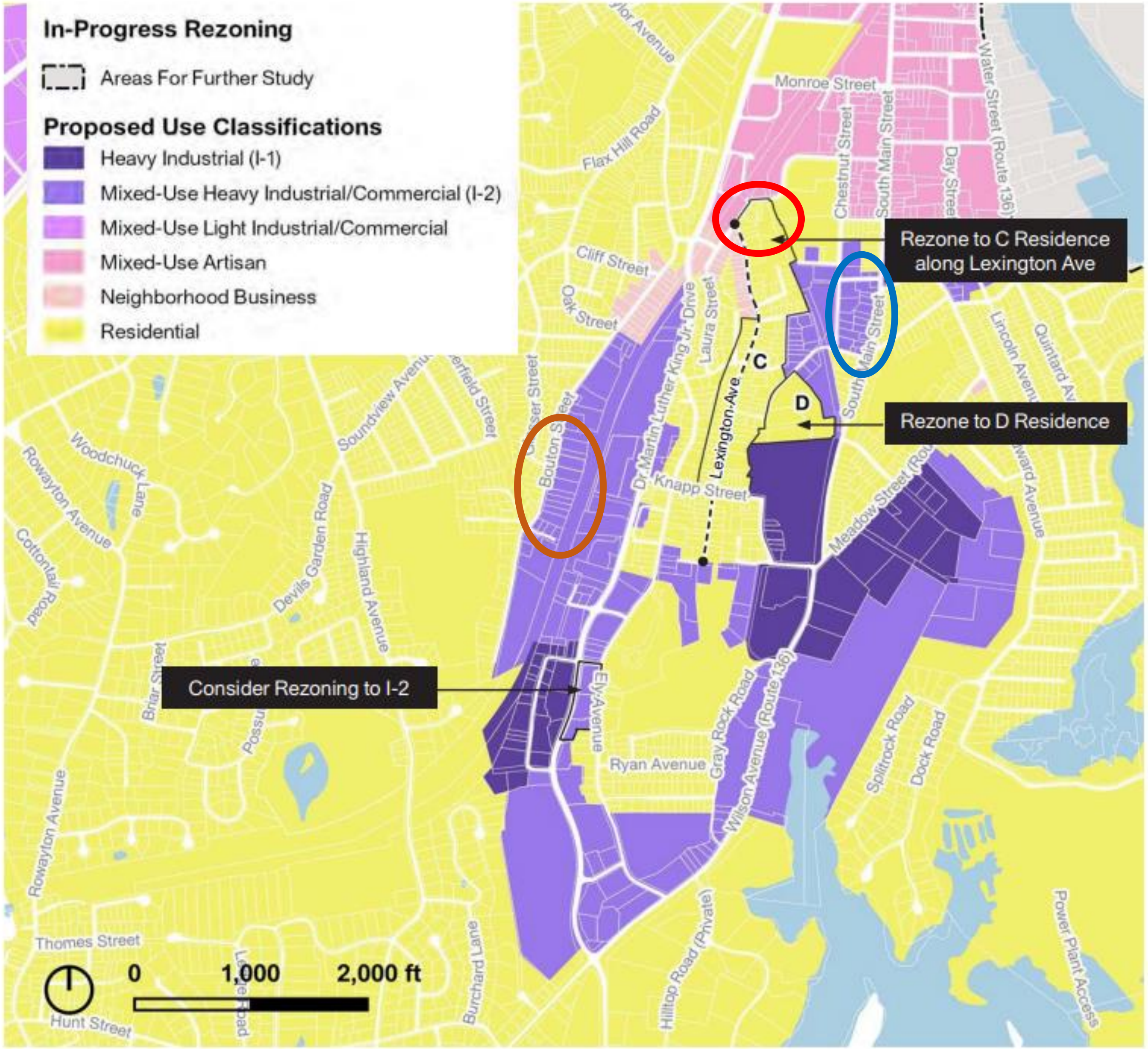
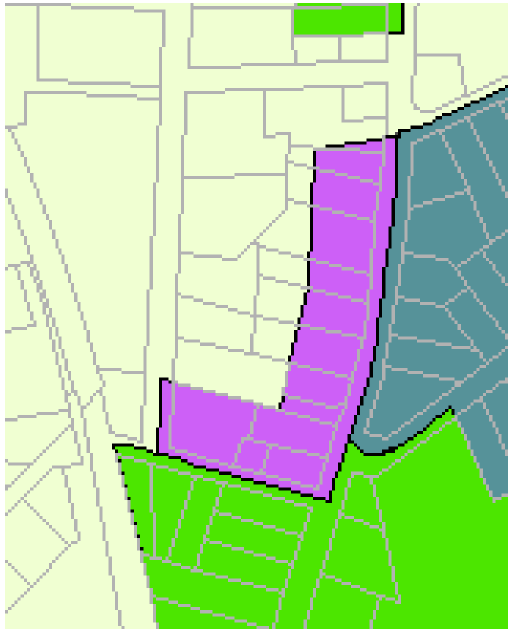


Figure 53. South Norwalk Study Area: Proposed Zoning

Blue Area (S. Main St./ Larsen St./Chestnut St.



The backwards "L" were proposed for I1, but should remain NB.

Likely Change

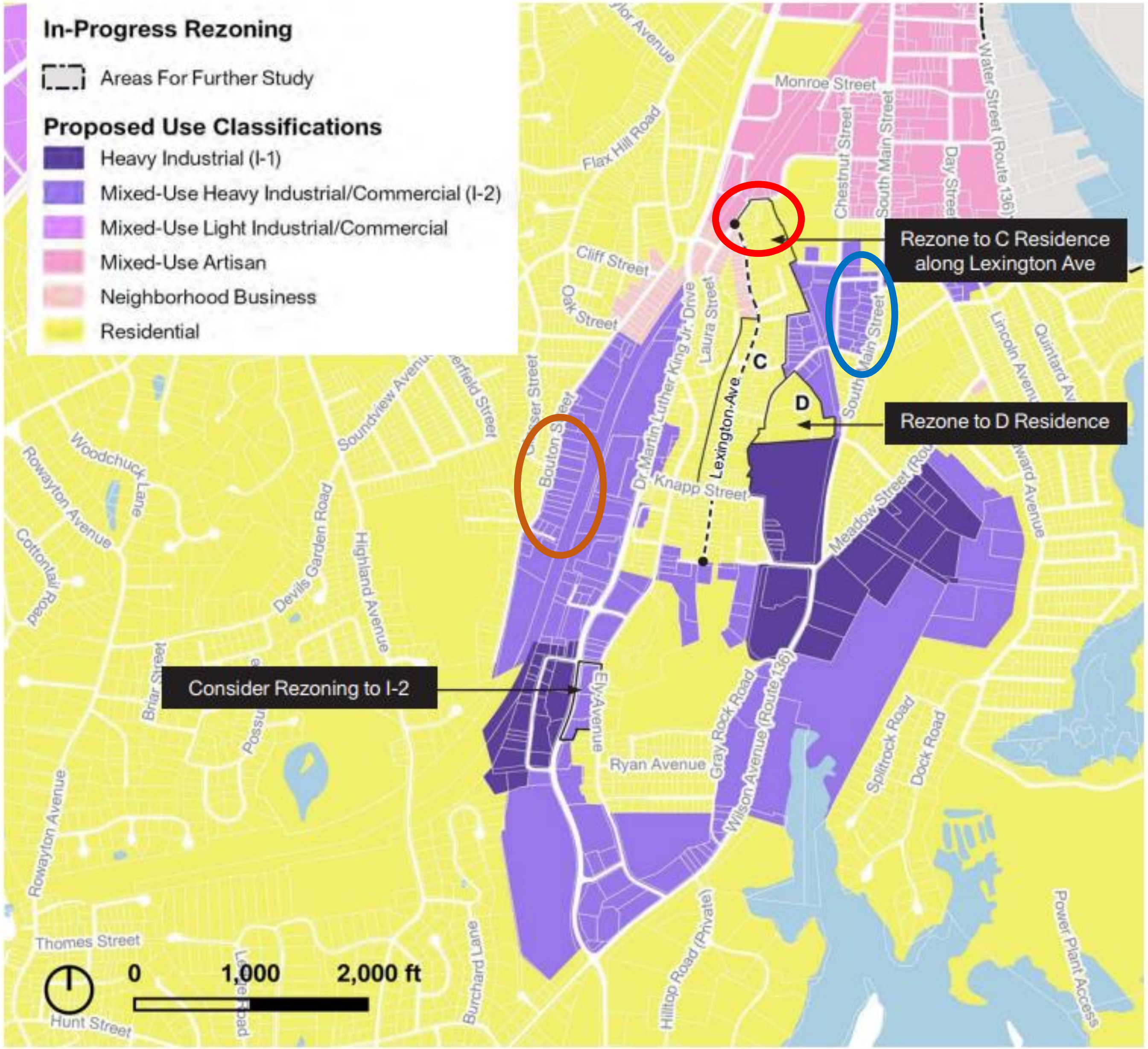
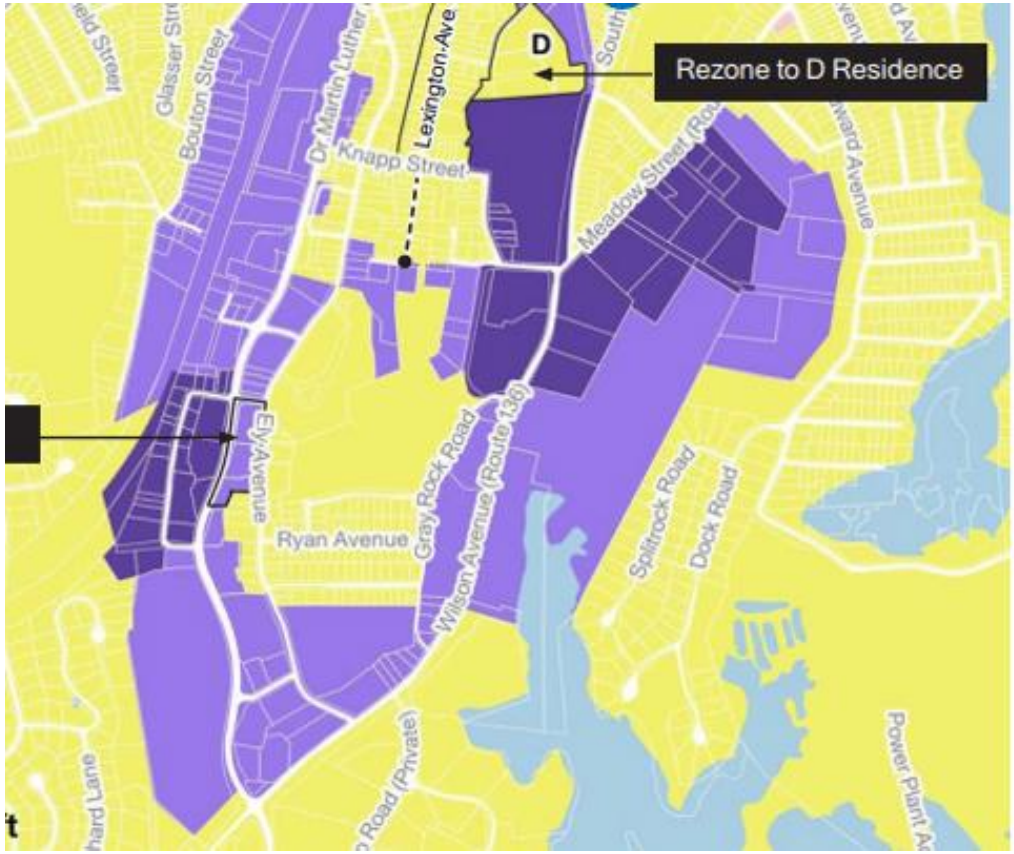


Figure 53. South Norwalk Study Area: Proposed Zoning

Brown Area (Bouton St.)

Probably will recommend these remain residential, will know more after 4/7 meeting.

Use Changes (I1)



I1 Site Plan Uses Currently Allowed

Brewpub/Distillery
Building Materials Storage Yard
Contractor's Yard
Distribution
Indoor Contractor Parking Facility
Manufacturing
Municipal Sewage
Off-Street Parking
Offices
Printing Establishment
Public Utility supply & storage
Retail/Personal Svc
Storage (self-storage)
Transportation & Bus Storage
Warehousing

I1 Site Plan Uses Proposed

Brewpub/Distillery
Building Materials Storage Yard
Commercial Vehicle Storage
Indoor Contractor Facility
Manufacturing (all)
Municipal Sewage
Printing Establishment
Public Utility supply & storage
Research & Development Facilities
Structures exceeding 65' in height
Transportation & Bus Storage
Warehousing

I1 Special Permit Uses Currently Allowed

Adult Day Care
Animal Care Center
Asphalt/concrete plants
Commercial Recreation Establishments
Gasoline station/motor vehicle sales
Helicopter landing site (accessory use)
Hotel
Motor vehicle storage & junk yard
Multi-family Dwelling (east Norwalk station)
Municipal utility plant or storage yard
Propane gas storage
Solid Waste Transfer Station

I1 Special Permit Proposed

Animal Care Center
Concrete plants
Distribution Facilities
Earth Processing & Contractor Yards
Indoor Rock Crushing
Municipal utility plant or storage yard
Oil & Petroleum Storage Facilities
Propane gas storage
Solid Waste Transfer Station

Use Changes (I2/RI)

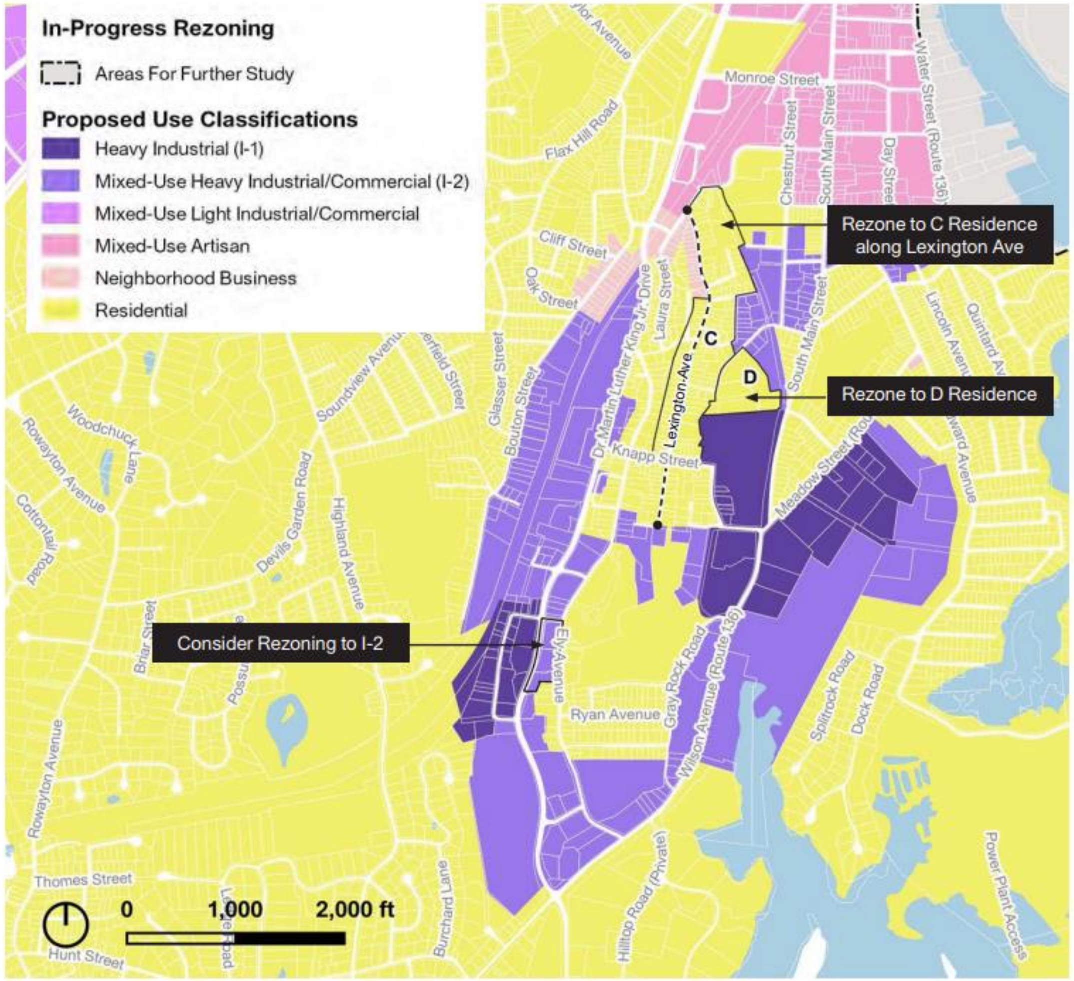


Figure 53. South Norwalk Study Area: Proposed Zoning

RI Site Plan Uses Currently Allowed

- Artists Workspace
- Offices & colleges (Norden only)
- Manufacturing
- Public Utility supply & storage
- Research & Development Facilities

I2 Site Plan Uses Proposed

- Brewpub/Distillery
- Building Materials Storage Yard
- Commercial Vehicle Storage (< 20,000 SF)
- Dwelling Units (including Artis live/work)
- Indoor Contractor Facility
- Manufacturing (boutique & light)
- Offices
- Printing Establishment
- Research & Development Facilities
- Transportation Maintenance Terminals
- Warehousing (<20,000 SF)

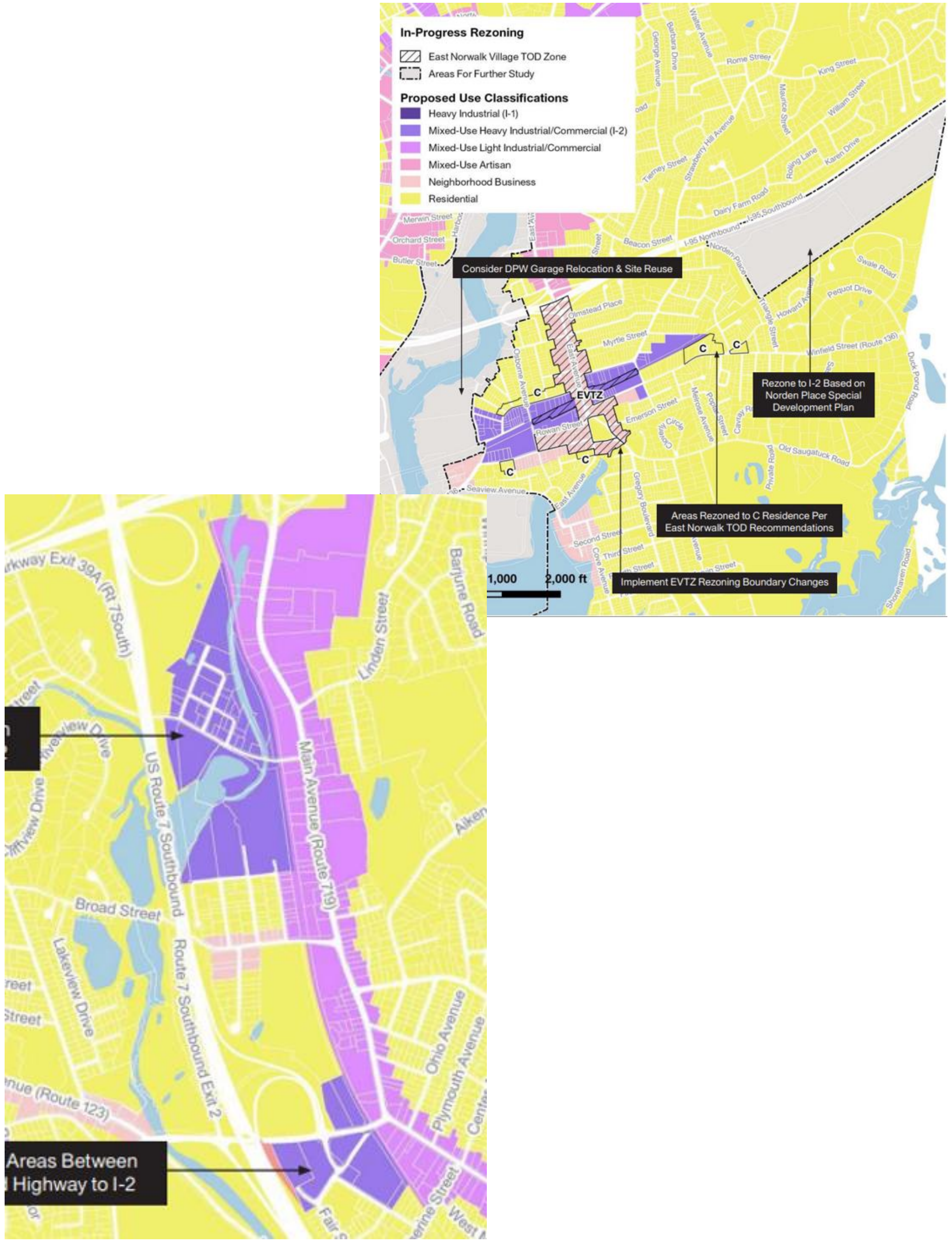
RI Special Permit Uses Currently Allowed

- Commercial Recreation Establishments
- Distribution Facilities
- Helicopter landing site (accessory use)
- Motor Vehicle Assembly Prep
- Oil & Petroleum Storage Facilities
- Residential (Avalon Norden)
- Warehouses

I2 Special Permit Uses Proposed

- Animal Care Center
- Commercial Vehicle Storage
- Historic Preservation Bonus
- Municipal utility plant or storage yard
- Warehouses (> 20,000 SF)

Use Changes (I2/RI)



RI Site Plan Uses Currently Allowed	I2 Site Plan Uses Proposed
Artists Workspace	Brewpub/Distillery
Offices & colleges (Norden only)	Building Materials Storage Yard
Manufacturing	Commercial Vehicle Storage (< 20,000 SF)
Public Utility supply & storage	Dwelling Units (including Artis live/work)
Research & Development Facilities	Indoor Contractor Facility
	Manufacturing (boutique & light)
	Offices
	Printing Establishment
	Research & Development Facilities
	Transportation Maintenance Terminals
	Warehousing (<20,000 SF)

RI Special Permit Uses Currently Allowed	I2 Special Permit Uses Proposed
Commercial Recreation Establishments	Animal Care Center
Distribution Facilities	Commercial Vehicle Storage
Helicopter landing site (accessory use)	Historic Preservation Bonus
Motor Vehicle Assembly Prep	Municipal utility plant or storage yard
Oil & Petroleum Storage Facilities	Warehouses (> 20,000 SF)
Residential (Avalon Norden)	
Warehouses	

Use Changes (I1 to I2)

I1 Site Plan Uses Currently Allowed	I2 Site Plan Uses Proposed
Brewpub/Distillery	Brewpub/Distillery
Building Materials Storage Yard	Building Materials Storage Yard
Contractor's Yard	Commercial Vehicle Storage (< 20,000 SF)
Distribution Center	Dwelling Units (including Artis live/work)
Indoor Contractor Parking Facility	Indoor Contractor Facility
Manufacturing	Manufacturing (boutique & light)
Municipal Sewage	Offices
Off-Street Parking	Printing Establishment
Offices	Research & Development Facilities
Printing Establishment	Transportation Maintenance Terminals
Public Utility supply & storage	Warehousing (<20,000 SF)
Retail/Personal Svc	
Storage (self-storage)	
Transportation & Bus Storage	
Warehousing	

I1 Special Permit Uses Currently Allowed	I2 Special Permit Uses Proposed
Adult Day Care	Animal Care Center
Animal Care Center	Commercial Vehicle Storage
Asphalt/concrete plants	Historic Preservation Bonus
Commercial Recreation Establishments	Municipal utility plant or storage yard
Gasoline station/motor vehicle sales	Warehouses (> 20,000 SF)
Helicopter landing site (accessory use)	
Hotel	
Motor vehicle storage & junk yard	
Multi-family Dwelling (east Norwalk station)	
Municipal utility plant or storage yard	
Propane gas storage	
Solid Waste Transfer Station	

Mixed-Use Industrial/Commercial

The Mixed-Use Industrial/Commercial classifications clarify and consolidate the districts in the city where both commercial, manufacturing and light industrial uses are currently allowed. In these classifications, industrial uses are limited to predominantly light industrial and light manufacturing uses, as well as research and development, limited warehousing, and other industrial services. In the Mixed-Use Heavy Industrial/Commercial classification, non-earth storing and processing yards are permissible, as well as limited supportive and compatible residential. These uses are located in areas of the city that are already well connected to transportation corridors that provide easy truck access with minimal residential traffic conflicts.

Figure 36. Brooklyn Navy Yard (Brooklyn, NY)

Figure 37. Raymond Flynn Marine Industrial Park (Boston, MA)

Figure 38. New York Building (Portland, OR)

Figure 39. Ring Headquarters (Hawthorne, CA.)

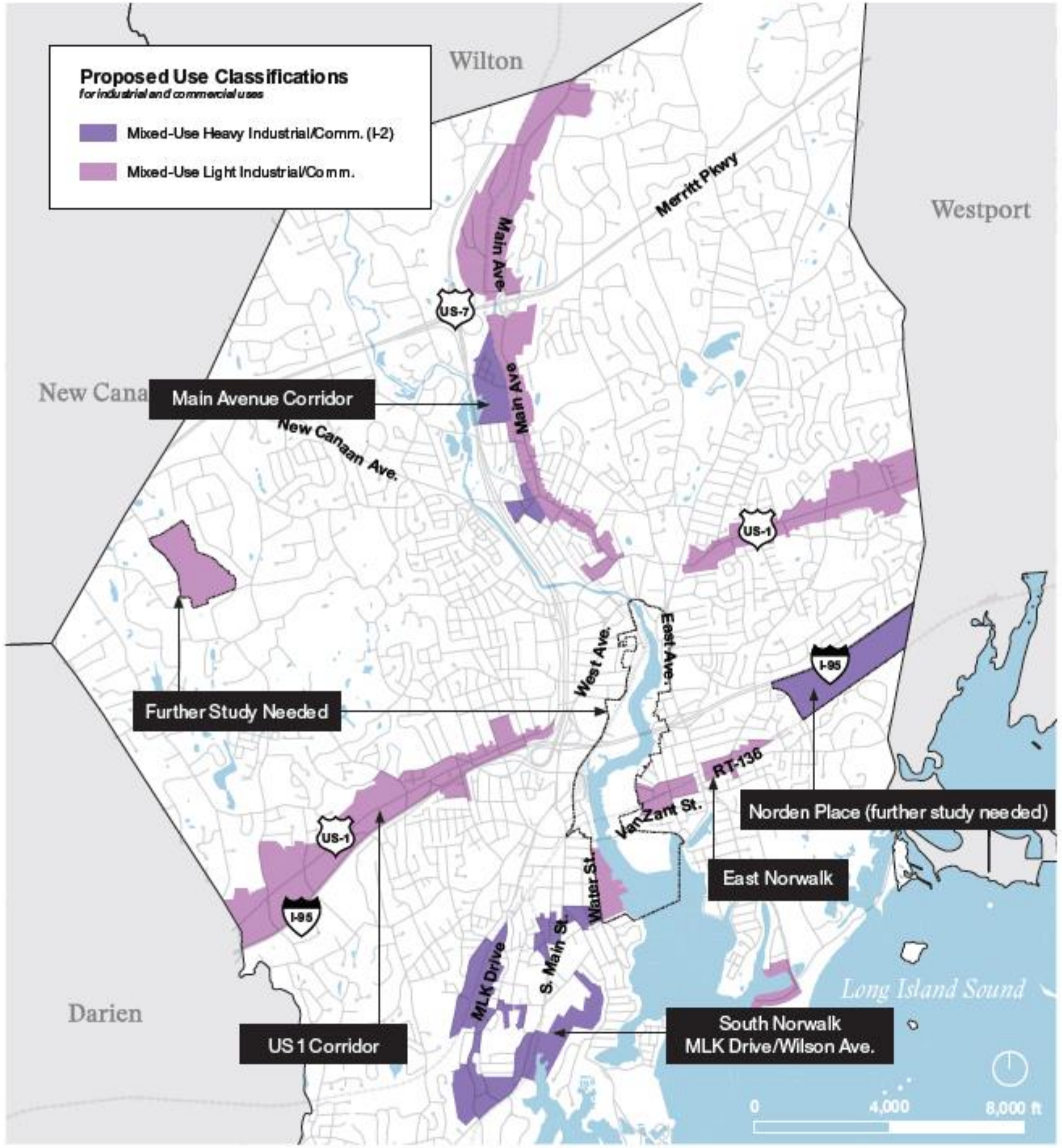


Figure 40. Proposed Mixed-Use Industrial/Commercial Areas - Light and Heavy

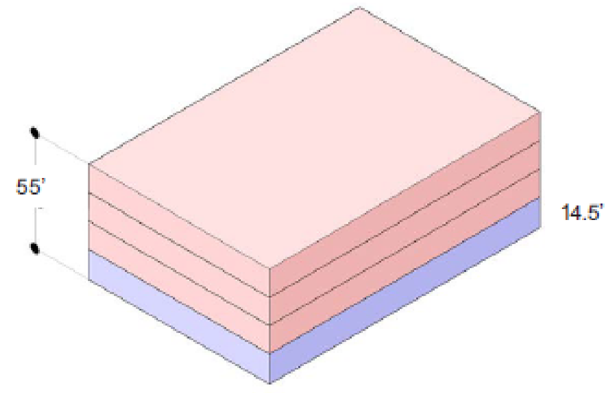


Figure 34. Existing Building Height Maximum

Existing Building Heights

Existing zoning in some areas limit building heights to 4 stories at 55’ which only allows for 14.5 feet ground floor height and two upper floors of commercial use. This low ground floor height is an issue because anything under a 17 foot ceiling height is too low for boutique manufacturers.

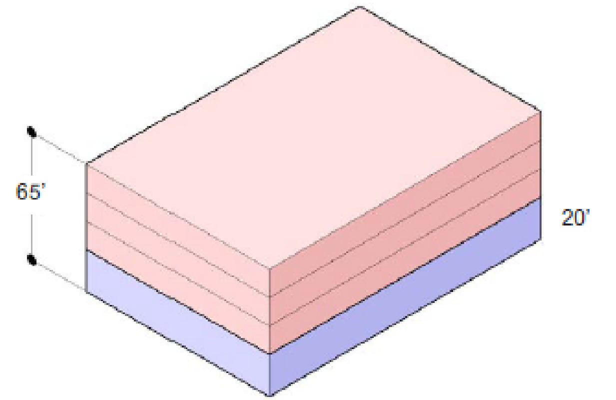


Figure 35. Proposed Building Height Maximum

Proposed Building Heights

Requiring a minimum ground floor height of 20’ and allowing a maximum building height of 65’ encourages three upper floors of commercial development while accommodating ground floor boutique manufacturing and retail uses within 4 stories.

Some of the existing zones within the areas recommended to allow and incentivize proposed Mixed-Use Artisan uses currently restrict building height to 4 stories with maximum heights at either 50 feet (East Norwalk) or 55 feet (CBD). These restrictions limit the height of ground floors and therefore prevent the possibility of boutique manufacturers on the ground floor. Maintaining a story limit of 4 stories, but allowing some flexibility in the maximum overall height, allows ground floors to be the appropriate height for both boutique manufacturing and ground floor retail while accommodating three floors of either residential or commercial use.

Appendix C: Detailed Industrial-Commercial Test-Fits on Sample Parcels

Figure 61. Sample Sites for Industrial-Commercial Test-Fits: 34 Meadow & 149 Woodward

Parcel area is based on Tax Assessor Office data.

Industrial and Commercial Test-Fit Assumptions

Parking	Spots/SF (decimal)	Spots/SF (fraction)
Industrial	0.000625	1/1,600
Non-Retail Commercial	0.003000	3/1,000

Commercial Office / Life Science Dimensional Needs	
Floor Plate Area Minimum	24,000sf
Floor Plate Area Maximum	32,000sf
Bays	30 - 33 ft
Floor to Floor Height	15 ft

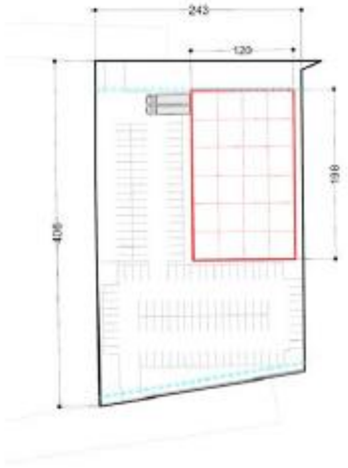
Industrial Dimensional Needs	
Floor Plate Area Minimum	24,000sf
Floor Plate Depth Minimum	135 ft
Bays	45 ft (or 30'x45' if R&D above)
Floor to Floor Height	31 ft

Job Density by Land Use	SF/person
Industrial	923
Office	250
Lab	550

Average Salary by Industry	Salary	Region
Office - Professional/Technical	$138,504	Bridgeport/Stanford
Office - Information Technology (IT)	$151,356	Bridgeport/Stanford
Office - Finance/Insurance	$277,295	Bridgeport/Stanford
Office - HQ/Management	$220,225	Bridgeport/Stanford
Office - Administration	$53,200	Bridgeport/Stanford
Office - Average	$168,116	Bridgeport/Stanford
Manufacturing - Average	$87,878	Bridgeport/Stanford
Lab / R&D - Average	$107,684	Westchester

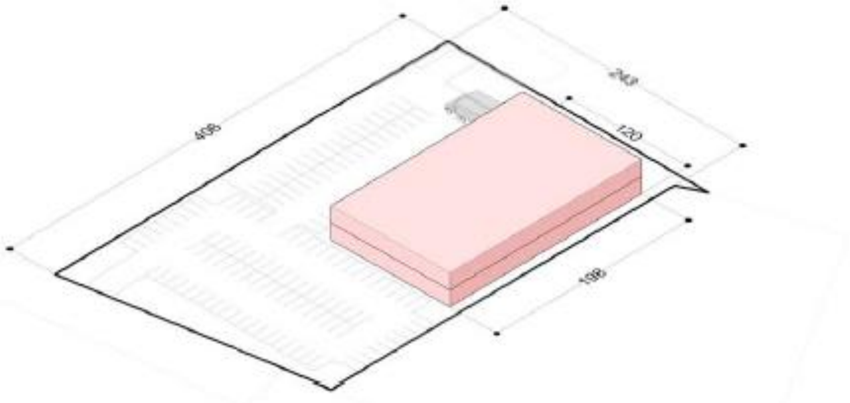
Minimum Setbacks	Reason	Minimum (in feet)
Front	Zoning	35
Side	Zoning	0
Side Commercial	Light/Window Access	10
Rear	Zoning	10

34 Meadow
Scenario 1: All Commercial

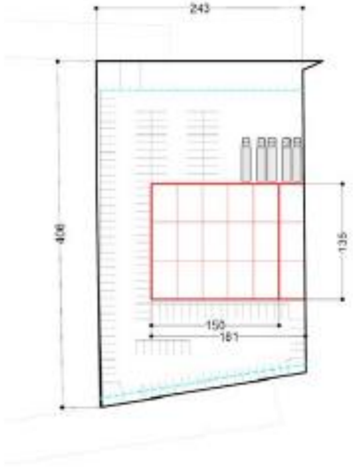


Area	
Total Building Area (GSF)	46,000
Area / Industrial Floor (GSF)	n/a
Area / R&D or Lab Floor (GSF)	n/a
Area / Office Floor (GSF)	23,800
Parking	
Target Spots	143
Provided Spots	145
Provided Truck Bays	2
Economic Impact	
Jobs Provided	190
Est. Total Wages for Jobs Provided	$32,009k
Environmental Impact	
Estimated Impermiable Surface Area (%)	-

Figure 62. 34 Meadow - Scenario 1 - Plan View

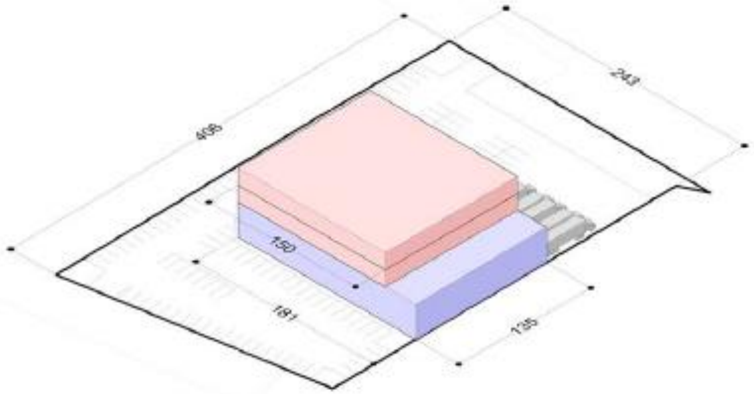


34 Meadow
Scenario 2: Mixed Industrial + Commercial



Area	
Total Building Area (GSF)	64,700
Area / Industrial Floor (GSF)	24,300
Area / R&D or Lab Floor (GSF)	20,200
Area / Office Floor (GSF)	n/a
Parking	
Target Spots	138
Provided Spots	141
Provided Truck Bays	5
Economic Impact	
Jobs Provided	100
Est. Total Wages for Jobs Provided	$10,223k
Environmental Impact	
Estimated Impermiable Surface Area (%)	-

Figure 64. 34 Meadow - Scenario 2 - Plan View



Recommendations

- Allow commercial upper floor space to cross subsidize ground floor industrial space. Commercial upper floor uses include office, Research & Development, showrooms, and other industrial services.
- Consider lower density residential, including live/work space to subsidize the ground floor industrial space.
- Allow building heights to be a maximum of 4 stories at 85' so that ground floor heights can accommodate 30-40' high-bay space
- Required off-street parking ratios will determine the scale of development: revise industrial parking ratios to be 1/1600 SF of industrial space and 3/1000 SF of non-retail, commercial space

Mixed-Use Industrial Building Typology

Industrial buildings, even for smaller tenants, require specific dimensions for floorplates, truck aprons, and service bays. Contemporary industrial space requires ceilings that are at a minimum 28' tall, higher than industrial buildings that were built between the 1950s and 1970s. The new Light Industrial/Commercial classification revises the zoning use tables and dimensional standards to reflect existing and future industrial businesses and enables contemporary industrial buildings to be built by-right.

The distinguishing feature of the Mixed-Use Industrial/Commercial classifications are that the proposed zoning would allow commercial upper floors and potentially low to moderate residential development above ground floor, high-bay industrial space. In a prototypical mixed use commercial-industrial building, the ground floor can be a 30-40 foot high-bay space that can then structurally support as many as three upper floors of other uses, predominantly commercial use such as office space or showrooms. Ultimately, these hybrid industrial/commercial buildings can cross-subsidize industrial rents on the ground floor. Precedents of this type include the Raymond Flynn Marine Industrial park in Boston, Brooklyn Navy Yard, New York Building in Portland, Oregon.

Mixed Use Industrial/Commercial Test Fits

Within the proposed zoning district, the ground floor should be at a minimum 28-30 feet. In order to cross-subsidize ground floor rents, building heights in this zone should be at a maximum 85 feet, which allows for 4 upper stories of commercial use. Increasing building heights allows for the possibility of larger light industrial development, however, as in most cities, off-street parking requirements will drive the scale of development. The two test fits below (Figure 41 and Figure 42) show a minimum truck apron, industrial parking ratio of 1/1600 SF, and non-retail commercial parking ratio of 3/1000 SF. At a minimum, this development requires 2 acres of space; a five story building with a 24,000 SF footprint would require approximately 3 acres.

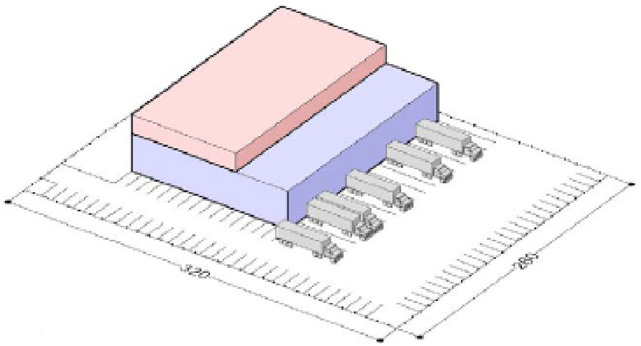


Figure 41. Example 2 Acre Mixed Use Industrial/Commercial Test-Fit

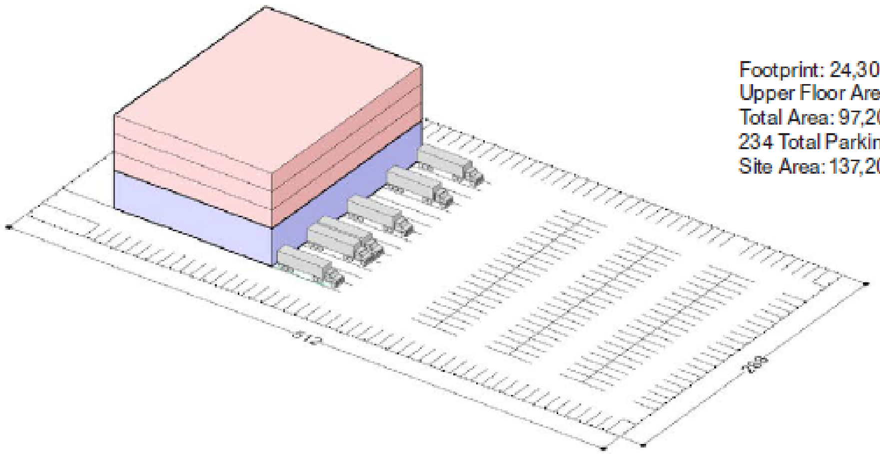


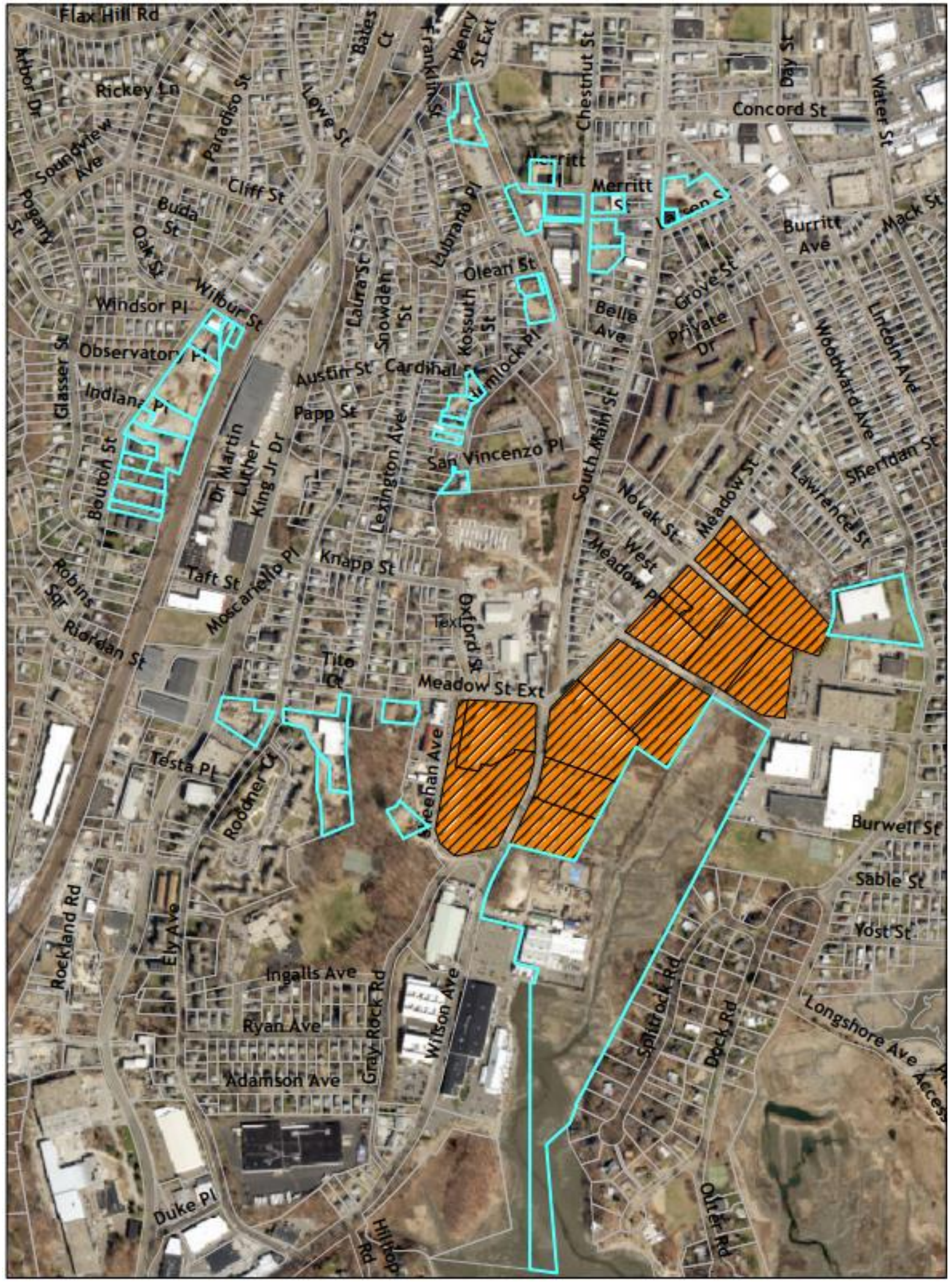
Figure 42. Example 3 Acre Mixed Use Industrial/Commercial Test-Fit

Contractor Yards/Commercial Vehicles

- ~ 513 acres currently zoned Industrial 1 and Restricted Industrial
  - ~ 70% reduction in the Industrial 1 zone
  - ~ 45% increase in areas where commercial vehicles can park (with conditions), not including indoor parking facilities in other zones
  - ~ 41 acres added to I2 from Business 2 zone (Main Ave)
- Increased height & number of stories
- Reduced parking demand
- Allowed boutique and light manufacturing in more areas
- Loosened restrictions on what requires Commission approval and what doesn’t (20,000 SF to 50,000 SF)
- Allow additional uses, to increase marketability,
- ~ 20 contractor yards will become legally nonconforming as a result to the proposed changes
  - Can continue to operate as they currently operate, regardless of any change in ownership
  - Proposed language to allow them flexibility within legally operating yards

Changes in Use

Contractor Yards to be Nonconforming

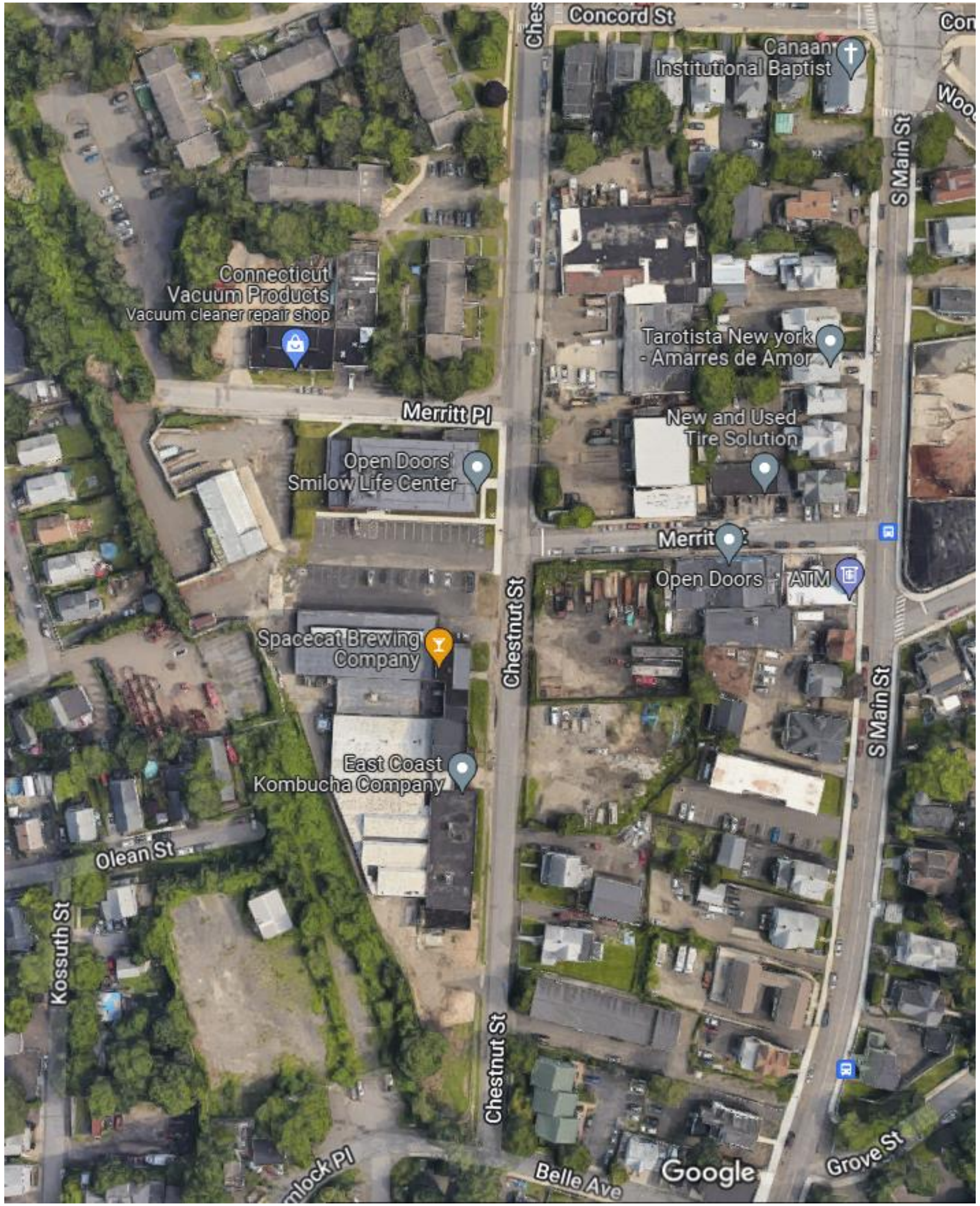


Contractor Yards/Commercial Vehicles

Approved and properly permitted contractor's yards, that became legally nonconforming at the time of the adoption of these regulations, may, in response to changing industry trends and needs, manufacture and sell new materials and products and use new techniques and methods to create such products; provided that, any new materials or processes employed, are not noxious, hazardous, or result in dust or noise that violates any provision of these regulations or other City or state ordinance. Such new products, materials, methods and techniques shall not constitute an expansion of legally nonconforming contractor's yards. Further, owners of approved and properly permitted contractor's yards in existence at the time of the adoption of these regulations, may relocate existing buildings, material piles and machinery throughout their properties and may construct new structures; provided that 1) relocated piles are not relocated to areas designated as flood zone, 2) or located closer than ten (10) feet from a residentially zoned property line, otherwise five (5) feet from a commercial property line, 3) a vegetative screen is placed between the properties and 4) any buildings comply with all applicable bulk and height standards. In addition, any approved and properly permitted contractor's yards, that became legally nonconforming at the time of the adoption of these regulations, may use adjoining properties that they own or control as permitted intensification of their contractor's yards, provided those properties are also approved and properly permitted contractor's yards, in existence at the time of the adoption of these regulations.

Contractor Yards in SoNo
54 & 56 Chestnut St.

Contractor Yards in SoNo
54 & 56 Chestnut St.
126 S. Main St.



Contractor Yards in SoNo
54 Chestnut St.
0.46 Acres (20,038SF)

Contractor Yards in SoNo
54 Chestnut St.
0.46 Acres (20,038 A+SF)

Contractor Yards in SoNo
56 Chestnut St.
0.42 Acres (18,295 SF)

Contractor Yards in SoNo
56 Chestnut St.
0.42 Acres (18,295 SF)

Approval Steps:

Update Citywide Plan & Amend Zoning Regulations & Map

- Referrals:
  - Darien, Westport & Wilton
  - WestCog
  - CT DEEP
  - Harbor Management
  - Common Council
- Planning & Zoning Commission Public Hearing
  - Late June
  - Amendment to the Citywide Plan
  - Amendments to the zoning map and regulations

END

NORWALK SCHOOL BELL TRAFFIC STUDY

FHI Studio Proposal

4/4/2022

Base Plan

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

The following tasks would be included:

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

iv. Strawberry / Tierney
v. Strawberry / Rte 1
vi. County / William
b. Highland Avenue Area
i. Highland / Flax
ii. Highland / Soundview & Devils Garden Road
iii. Highland / Witch
iv. Michael / Soundview
v. Michael / Flax Hill Road

3) Morning Observation of Highland Ave during school session
4) Morning Observation of Strawberry Hill during school session
5) Establish estimated flow diagrams for each school during peak 15-minute interval
6) Establish maximum traffic volumes at each intersection based on “Later Bell Time” schedule
7) Deliver summary report with key findings

Option 1: SYNCHRO Analysis - Recommended

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

The following tasks in option 1 would be included:

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

Drone Analysis at Strawberry Hill – Not Recommended

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

Cost Proposal

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

Contact

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

cc: Parker Sorenson
psorenson@fhistudio.com

MEMORANDUM

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

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

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

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

DATE: April 29, 2022

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

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

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

125 East Avenue ● P.O. Box 5125, NORWALK, CT 06856-5125 ● TELEPHONE 203-854-7791 ● FAX 203-857-0143

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

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

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

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

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

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0921 3750 5777 C0775
0922 3750 5777 C0777
0921 4095 5777 C0782
0921 4095 5777 C0783
133710-5796-AEC01
133710-5796-AEC02
133710-5796-AEC03
133710-5796-AEC18
133710-5796-AEC22

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April 28, 2022

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

Subject: 15-17 Chestnut Street – Land Disposition Agreement

Purpose

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

Project Summary

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

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

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

NORWALK REDEVELOPMENT

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Development Program

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

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

** Total amount to be phased in per current Enterprise Zone.*
***Estimates for planning and discussion purposes only. Actual values may be affected by final project design, and other market factors such as changes in mill rate, assessed value, etc.*

Considerations & Risk Mitigation

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

Action

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

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

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

ATTACHMENTS

ATTACHMENT A - LDA Term Sheet, Schedules and Exhibits

ATTACHMENT B - License Agreement

ATTACHMENT C - Property Appraisal

ATTACHMENT D - Design Files

ATTACHMENT A

-

LDA Term Sheet, Schedules and Exhibits

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

	phases, at their sole cost and expense, a mixed-use development of the Site consisting of 5,000-15,000± sq. ft. of commercial space, 150,000-200,000 ± sq. ft. of gross residential space for 150-200 residential units, and structured parking with 210-260 total standard sized parking spaces (parking dimensions in accordance with Sono Station Design District Zoning Regulations), sixty (60) of which shall be dedicated for the public commuter parking as set forth in Section G (the "Project"). The Project may be constructed in two phases, pursuant to two separate site plan approvals which shall be submitted for approval contemporaneously: "Phase 1" shall include 0-5,000± sq. ft. of commercial space, 75,000-110,000± sq. ft. of gross residential space for 75-110 residential units, and structured parking as required by the Zoning Regulations plus the sixty (60) parking spaces dedicated for the public commuter parking as set forth in Section G, the location and structures of the Phase 1 improvements are depicted in the conceptual plans attached hereto as <u>Schedule 2</u>. "Phase 2" shall include 5,000-10,000± sq. ft. of commercial space, 75,000-90,000± sq. ft. of gross residential space for 75-90 residential units, and structured parking as required by the Zoning Regulations, the location and structures of the Phase 2 improvements are depicted in the conceptual plans attached as <u>Schedule 2</u>. <u>Key Term 2 – Design</u>. The Developer shall provide conceptual site plans, floor plans and renderings for the Project to be included with the request for approval of the LDA by the Common Council prior to execution of the LDA. <u>Key Term 3- City Easements</u>. Prior to the commencement of construction of the Phase 1 improvements, the City shall grant to Developer such easements affecting the City Parcel which are reasonably required in order to construct and operate and obtain a certificate of occupancy for the Phase 1 improvements and/or are required by the Land Use Approvals for Phase 1 (collectively, the "City Easements"). The anticipated location of the City Easements is depicted in the proposed easement map attached as <u>Schedule 3.</u> Per Section K below. If constructed in two separate phases, the Developer shall pay $1,300,000.00 for the City Easements upon the granting of the same, (the "Easement Value") and shall simulataneously be reimbursed for the City Costs (described wtihin Section B) incurred through the Parties' execution of the LDA.

Section D. Land Use and Other Approval, Timeline, Building Permit.	Key Term 1 – Land Use Approvals. The Developer shall submit site plan applications necessary to obtain the respective land use approvals which are required to develop the Site in phases consistent with the Project description set forth in Section C above. ("Land Use Approvals") within 90 days of execution and delivery of the LDA, unless an extension thereto is necessary due to a delay which is beyond Developer's reasonable control or is otherwise approved by the City, such approval not to be reasonably withheld, conditioned, delayed or denied, provided that, the Developer is diligently pursuing said Land Use Approvals. Notwithstanding the foregoing, in the event that the Land Use Approvals have not been obtained by the Developer within 270 days of LDA execution, as the same may be extended for up to an additional 270 days in the event of an appeal which is being defended by Developer or Sono TOD II or as a result of a delay in the City's review process which is beyond Developer's or Sono TOD's reasonable control (the "Outside Date for Approvals"), either Party shall have the right to terminate the LDA or further extend the approval period upon agreement by the Parties, in which case the Outside Date for Approvals shall be accordingly extended. Developer shall further have the right to terminate the LDA prior to expiration of the appeal period for Land Use Approvals for the Project in the event that: (i) either or both of the Land Use Approvals are denied, whether in whole or in part, or conditioned in a manner unacceptable to Developer. In addition, any Party shall have the right to terminate the LDA, within thirty (30) days after the expiration of the appeal period for the Land Use Approvals if the number of residential units approved are materially less than the minimum number provided in Section C. For purpose of clarity, Land Use Approvals shall not affect the Purchase Price of the City Parcel. Key Term 2 – Building Permits. The Developer shall obtain all necessary Building Permits for the construction of Phase 1 of the Project within 270 days after the date upon which Developer has received all necessary Land Use Approvals and any appeal period has expired without any appeal or any appeal has been successful defended such that the Land Use Approvals remain in effect, unless an extension thereto is approved by the City, such approval not to be reasonably withheld, conditioned, delayed or denied, provided that, the Developer is diligently pursuing such Building Permits. The Developer shall obtain all necessary Building Permits for the

	construction of Phase 2 of the Project in accordance with the Land Use Approvals within thirty (30) days after the later of (i) receipt of certificate of occupancy for Phase 1 of the Project and (ii) the Closing.. Key Term 4 – Cost of Approvals and Permits. For purposes of clarity only, the Developer shall be responsible for applying for and making good faith efforts to obtaining all necessary Land Use Approvals and Building Permits at its sole cost and expense, the City's sole obligation in connection therewith being to cooperate.
Section E. Construction Phasing, Timeline	Key Term 1: Construction Timeline. Construction shall be performed in two phases such that public parking reasonably equivalent to the Permanent Public Parking set forth in Section G may be actively used by commuters within the portion of the structured parking located within Phase 1 until a Certificate of Occupancy has been issued for the Project. Phase 1 of the Project shall be completed and a certificate of occupancy issued therefor within 18 months of the Building Permit, unless an extension thereto is approved by the City, such extension not to be unreasonably withheld, conditioned, delayed or denied provided that such date shall be extended for a reasonable period in the event of a casualty, the implementation of government requirements that construction cease or other matter beyond Developer's reasonable control. Notwithstanding the foregoing, in no event shall the total time for the Developer to complete Phase 1 of the Project exceed 24 months provided that such date shall be extended for a reasonable period in the event of a casualty, the implementation of government requirements that require construction to cease or other matter beyond Developer's reasonable control. Notwithstanding any timeframes cited herein, the City shall have the right to terminate the LDA if the Developer has not completed Phase 1 of the Project after six (6) months from the timeframes cited within this section. Phase 2 of the Project shall be completed and a certificate of occupancy issued for the Project within 19 months of issuance of certificate of occupancy for Phase 1, unless an extension thereto is approved by the City, such extension not to be unreasonably withheld, conditioned, delayed or denied. Notwithstanding the foregoing, in no event shall the total time for the Developer to complete the Project exceed 24 months, provided that such date shall be automatically extended for a reasonable period in the event of a

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

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

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

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

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

COMPILATION PLAN
30 MONROE STREET
PREPARED FOR

CITY OF NORWALK
SOUTH NORWALK TRAIN STATION

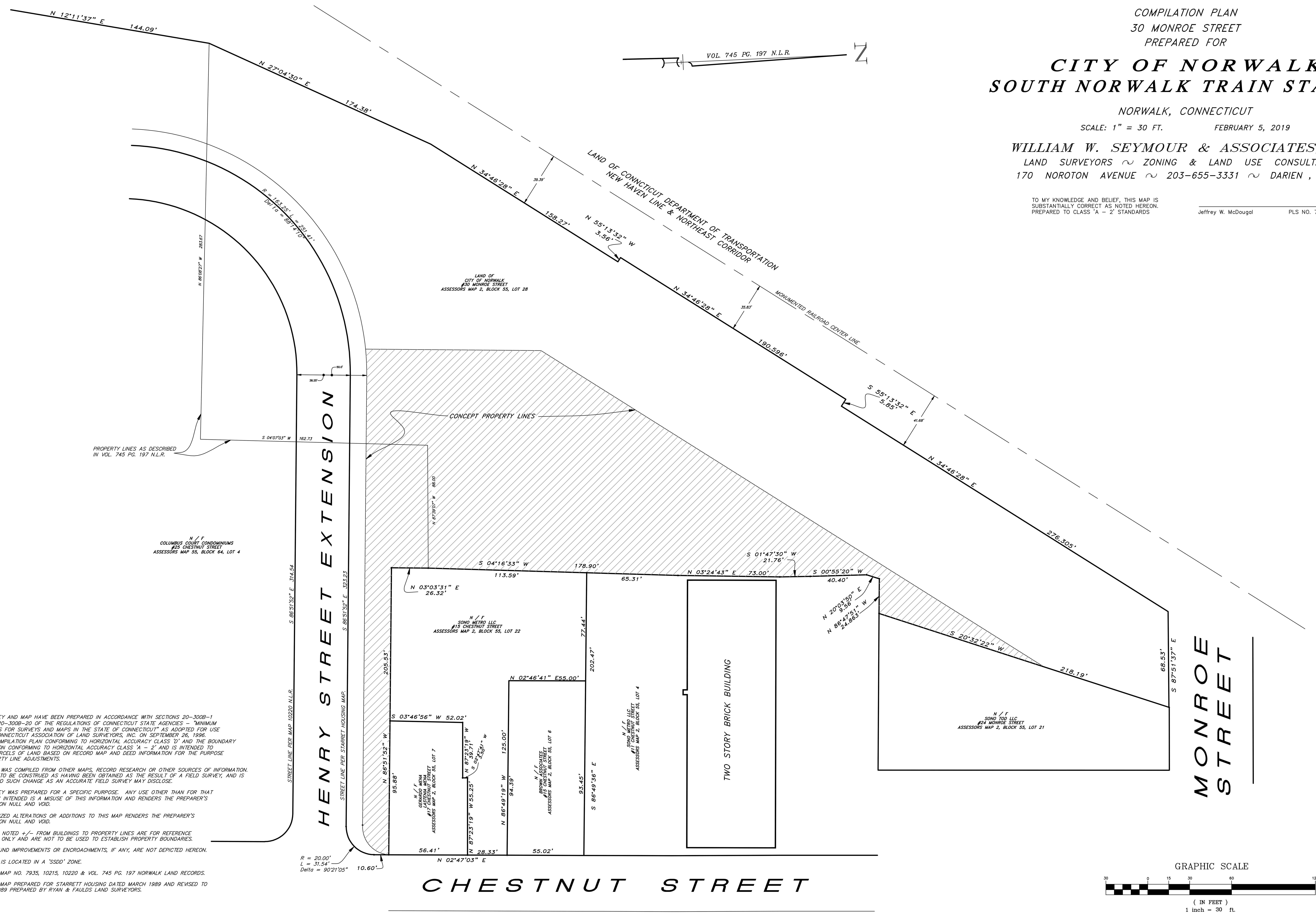
NORWALK, CONNECTICUT

SCALE: 1" = 30 FT. FEBRUARY 5, 2019

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. PREPARED TO CLASS 'A – 2' STANDARDS

Jeffrey W. McDougal PLS NO. 70090



THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20–300B–1 THROUGH 20–300B–20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES – "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED FOR USE BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996. IT IS A COMPILATION PLAN CONFORMING TO HORIZONTAL ACCURACY CLASS 'D' AND THE BOUNDARY INFORMATION CONFORMING TO HORIZONTAL ACCURACY CLASS 'A – 2' AND IS INTENDED TO DEPICT PARCELS OF LAND BASED ON RECORD MAP AND DEED INFORMATION FOR THE PURPOSE OF PROPERTY LINE ADJUSTMENTS.

THIS PLAN WAS COMPILED FROM OTHER MAPS, RECORD RESEARCH OR OTHER SOURCES OF INFORMATION. IT IS NOT TO BE CONSTRUED AS HAVING BEEN OBTAINED AS THE RESULT OF A FIELD SURVEY, AND IS SUBJECT TO SUCH CHANGE AS AN ACCURATE FIELD SURVEY MAY DISCLOSE.

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

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS MAP RENDERS THE PREPARER'S DECLARATION NULL AND VOID.

DISTANCES NOTED +/– FROM BUILDINGS TO PROPERTY LINES ARE FOR REFERENCE PURPOSES ONLY AND ARE NOT TO BE USED TO ESTABLISH PROPERTY BOUNDARIES.

UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS, IF ANY, ARE NOT DEPICTED HEREON.

PROPERTY IS LOCATED IN A 'SSDD' ZONE.

REFER TO MAP NO. 7935, 10215, 10220 & VOL. 745 PG. 197 NORWALK LAND RECORDS.

REFER TO MAP PREPARED FOR STARRETT HOUSING DATED MARCH 1989 AND REVISED TO NOV. 6, 1989 PREPARED BY RYAN & FAULDS LAND SURVEYORS.

19-14214.DWG

ZONING LOCATION & TOPOGRAPHIC SURVEY
30 MONROE STREET
PREPARED FOR

CITY OF NORWALK
SOUTH NORWALK TRAIN STATION

NORWALK, CONNECTICUT

SCALE: 1" = 40 FT. OCTOBER 1, 2019

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.

Jeffrey W. McDougal PLS NO. 70090

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

THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300B-1 THROUGH 20-300B-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES – "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS AMENDED ON OCTOBER 26, 2018.
IT IS A ZONING LOCATION SURVEY THE BOUNDARY DETERMINATION CATEGORY OF WHICH IS A RESURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS `A – 2' AND IS INTENDED TO DEPICT OR NOTE THE POSITION OF EXISTING OR PROPOSED IMPROVEMENTS WITH RESPECT TO APPLICABLE MUNICIPAL SETBACK REQUIREMENTS IN ORDER TO ENABLE DETERMINATION OF COMPLIANCE WITH SAID REGULATIONS.THE TOPOGRAPHIC INFORMATION DEPICTED HEREON CONFORMS TO VERTICAL ACCURACY CLASS `V – 2' AND TOPOGRAPHIC ACCURACY CLASS `T – 2. IT IS INTENDED TO DEPICT THE CONFIGURATION (RELIEF) OF THE EARTH'S SURFACE (GROUND) AND THE LOCATION OF NATURAL AND ARTIFICIAL OBJECTS THEREON.

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

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS MAP RENDERS THE PREPARER'S DECLARATION NULL AND VOID.

DISTANCES NOTED +/– FROM BUILDINGS TO PROPERTY LINES ARE FOR REFERENCE PURPOSES ONLY AND ARE NOT TO BE USED TO ESTABLISH PROPERTY BOUNDARIES.

UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS, IF ANY, ARE NOT DEPICTED HEREON

PROPERTY IS LOCATED IN A `SSDD' ZONE.

REFER TO MAP NO. 7935, 10215, 10220, 11455, VOL. 745 PG. 197, VOL. 1610 PG. 51 AND VOL. 8759 PG. 314 NORWALK LAND RECORDS.

REFER TO MAP PREPARED FOR STARRETT HOUSING DATED MARCH 1989 AND REVISED TO NOV. 6, 1989 PREPARED BY RYAN & FAULDS LAND SURVEYORS.

REFER TO MAP TITLED "STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION METRO–NORTH RAILROAD BRIDGE NO. 41.12 AND MONROE STREET IN THE TOWN OF NORWALK PROJECT NO. 170–1509, RAILROAD STATIONS 1525+00 TO 1555+00 – SCALE 1" = 40' REVISED TO 04/02/98".

SUBJECT PROPERTY APPEARS ON FEDERAL EMERGENCY MANAGEMENT AGENCY – FLOOD INSURANCE RATE MAP No. 09001C0531G – DATED: JULY 8, 2013 AND IS DEPICTED AS LYING ENTIRELY OUTSIDE THE ONE PERCENT ANNUAL CHANCE BOUNDARY.
THIS INFORMATION IS PROVIDED FOR REFERENCE PURPOSES ONLY AND DOES NOT NECESSARILY REPRESENT THE ACTUAL POTENTIAL FOR FLOOD DAMAGE TO ANY EXISTING OR PROPOSED STRUCTURES OR IMPROVEMENTS LOCATED ON THIS PROPERTY.

THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT 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 WITH 'CALL BEFORE YOU DIG' @ 1–800–922–4455 AND/OR THE RESPECTIVE UTILITY COMPANIES.

19-14214.DWG

ATTACHMENT B

-

License Agreement

LICENSE AGREEMENT

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

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

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

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

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

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

GRANT OF TEMPORARY LICENSE

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

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

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

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

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

INSURANCE AND BONDING REQUIREMENTS

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

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

GENERAL TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. That it is a legally existing entity under the laws of the State of Connecticut;

B. That it has, and has exercised, the required power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

C. That this Agreement is duly executed and delivered by an authorized manager or officer, in accordance with such manager or officer's powers and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

[SIGNATURE PAGE ON NEXT PAGE]

Signed, Sealed and Delivered
in the Presence of:

SONO TOD II LLC

____
Witness

____
Witness

By: ________________________
Clayton H. Fowler
Its Manager
Duly Authorized

Date Signed: ______________

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

____
Witness

____
Witness

By:_____________________________
Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed:_________________

EXHIBIT 3

Insurance Rider

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

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements.

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

Minimum Scope and Limits of Insurance:

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

Commercial General Liability: With respect to all operations the Licensee performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars ($1,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars ($2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Licensee shall carry Automobile Liability insurance providing One Million Dollars ($1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Licensee performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

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

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

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

2. **Errors and Omissions/Professional Liability:** With respect to any damage caused by a negligent act, error, or omission of the Licensee, the Licensee shall carry minimum Five Million Dollars ($5,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Licensee's subconsultants, the subconsultants shall carry minimum Two Million Dollars ($2,000,000) coverage per claim and in the aggregate. **"Tail" Coverage**: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Work for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Licensee shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Work completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the Effective Date of this Agreement. If continuous "claims made" coverage is used, Licensee shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Work.

Acceptability of Insurers: The Licensee's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the Licensor. Additionally, all carriers are subject to approval by the Licensor.

Subcontractors: The Licensee shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the Licensor. It is agreed that the Licensee shall notify the Licensor whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Licensee agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Licensee.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Licensor. All deductibles or self-insured retentions are the sole responsibility of the Licensee to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Licensor. Notwithstanding this requirement, the Licensee is primarily responsible for providing such written notice to the Licensor thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Licensee shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the Licensor related to the Licensee’s Work.

Waiver of Governmental Immunity: Unless requested otherwise by the Licensor, the Licensee and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Licensor.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, required for the performance of the Work shall include the Licensor as an Additional Insured with respect to the Licensee's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Licensee waives the right to subrogate or seek recovery from Licensor and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Licensee shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Licensee's commencement of Work under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The Licensor reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the Licensor's interests will be adequately protected by the provision of different types or other amounts of coverage.

ATTACHMENT C

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Property Appraisal

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

BALDWIN PEARSON
& COMPANY. INCORPORATED

TABLE OF CONTENTS

BALDWIN PEARSON
& COMPANY, INCORPORATED
Realtors
REPLY TO: P.O. BOX 744 10 MIDDLE ST. • BRIDGEPORT, CT 06604 • (203) 335-5117 • FAX (203) 335-5119

April 13, 2021

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

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

Dear Mr. Hopkins:

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

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

INDIVIDUAL MEMBERSHIPS:
Society of Industrial Realtors
Appraisal Institute

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

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

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

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

Scenario #1 -	**$ 7,500,000 - $ 10,000,000**
(3 acres)	**Seven Million, Five Hundred Thousand to Ten Million Dollars**
Scenario #2 -	**$4,600,000**
(1.056 acres)	**Four Million, Six Hundred Thousand Dollars**
Scenario #3 -	
(2,100 sq. ft.)	**$ 120,000**
&	**One Hundred & Twenty Thousand Dollars**
(3,900 sq. ft.)	

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

BALDWIN PEARSON
& COMPANY, INCORPORATED

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

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

Respectfully submitted,

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

BALDWIN PEARSON
& COMPANY, INCORPORATED

30 Monroe Street
Facing South

Subject Property
Facing South

Scenario #1 (3 Acres)
Facing South

BALDWIN PEARSON
& COMPANY, INCORPORATED

Scenario #2 (.88 Acres)
Facing North

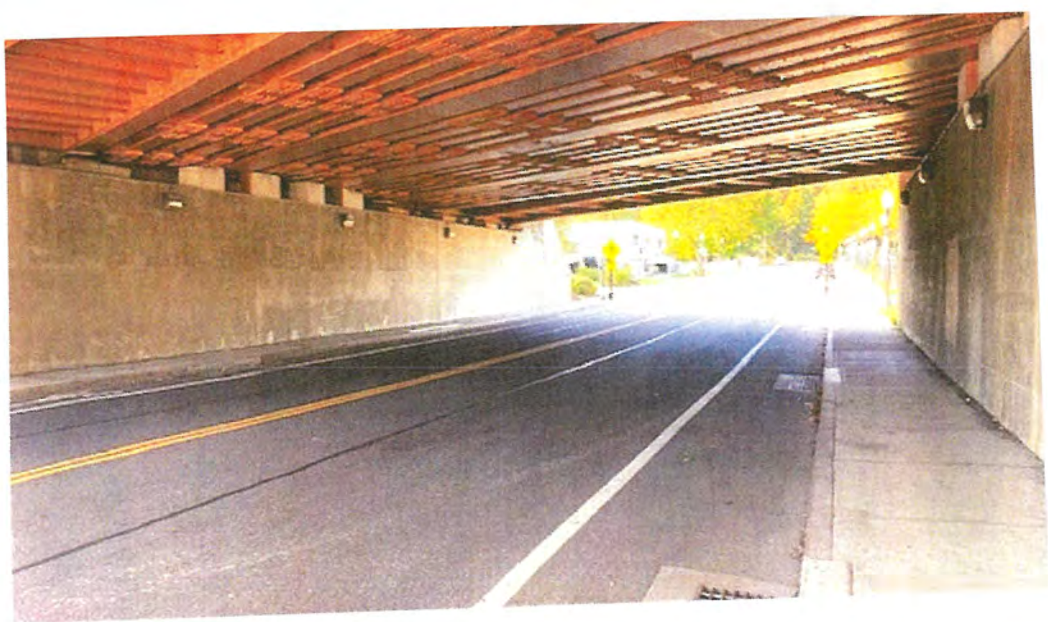
Scenario #3
2,750 SF Parcel
Along
Henry St. Extension

Southerly Half
of Site

BALDWIN PEARSON
& COMPANY, INCORPORATED

Adjacent Train Station Building & Parking Garage

Monroe Street Facing East



Monroe Street Facing West

BALDWIN PEARSON
& COMPANY, INCORPORATED

Northerly View
from Mulvoy Street

Henry Street Extension
Facing East

Henry Street Extension
Facing West

BALDWIN PEARSON
& COMPANY, INCORPORATED

Mulvoy Street

I. Identification

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

Owner of Record: City of Norwalk

Title History

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

II. Legal Description

Please see survey in addendum of Report.

Intended Use & User of the Appraisal

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

EASEMENT, RESTRICTIONS, OR ENCUMBRANCES

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

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

III. Assessment and Taxes

Commercial Land	$1,907,590
Improvements	744,730
Total	$2,652,320

Mill Rate: 23.315 mills   Annual Taxes: $61,839

Revaluation Date: October 1, 2018

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

IV. Property Rights Appraised

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

V. Purpose of the Appraisal

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

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

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

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

Intended Use and User

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

VI. Scope of the Appraisal

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

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

Competency of Appraisers

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

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

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

VII. Definition of Market Value

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

1. Buyer and seller are typically motivated (i.e, motivated by self-interest).

2. Both parties are well informed or well advised, and acting in what they consider their own best interests.

3. A reasonable time is allowed for exposure in the open market.

3. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.

4. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Re: Per the New Evaluation and Appraisal Guidelines

VIII. Town Data

The subject property is located in the City of Norwalk.

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

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

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

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

Pertinent Facts

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

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

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

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

IX. Neighborhood Data

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Apartment Market Trends – Norwalk

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

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

MARKET TRENDS AND CONDITIONS

Apartment Market Trends – Norwalk

POPULATION DATA

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

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

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

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

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

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

Conclusion

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

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

X. Zoning

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

Zoning Criteria

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

Permitted Uses include, but are not limited to:

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

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

Conclusion

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

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

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

XI. Site Description

(Scenario #1)

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

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

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

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

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

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

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

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

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

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

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

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

Site Improvements:	Overall, the main usable portion of the site, is primarily comprised of open, paved parking lot, with marked spaces, drive and turnaround areas. There is a curb cut for access to the site at the western portion of Henry Street frontage. The delineated parcel includes a strip of grassed area which runs from the corner of Henry Street and Chestnut Street, extending west to the curb cut and site access. There are trees, overgrown grass, as well as steel fencing along this portion. Overall physical condition of the site improvements is average to good. Underlying land only is appraised herein. All existing improvements will require removal prior to any development, since they have no contributory value in accordance with Highest and Best.
Utilities:	All utilities, which include public water, gas, storm sewers, telephone, electric services and city sewers are available to the site.

(Scenario #2)

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

Soil Content:	Unknown; however appears adequate throughout most of the site. The appraiser suggests soil tests be performed to determine if there is rockledge present. The full extent of the ledge and effect will not be determined until actual conditions are exposed upon excavation. A considerable degree of rockledge can significantly contribute to escalating development costs, if applicable. According to Norwalk GIS mapping system overlay, there are no known areas impacted by regulated wetland area however; no known specific soil survey has been conducted delineating any potential wetland area.
Street Frontage:	There are about 323 feet of frontage along Henry Street Extension, and Mulvoy Street 11 feet along Chestnut Street and 32 feet along Monroe Street. Access to the site however, is limited to the upper, western portion of Henry Street frontage. There is no direct access to the site from Monroe Street.
Environmental Concerns:	No known environmental study(s) to determine to what extent, if any, soil contamination may have occurred at the property, was disclosed to the appraiser, due to the presence of these storage tanks or any other condition. This appraisal report and the value estimated contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material and/or chemical spills which may have occurred on this property over the years, in association with services conducted on site. No evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of inspection. The appraisers, however, is not qualified to detect such substances, including the existence of urea-formaldehyde, radon gas, foam insulation, asbestos, lead paint, or other potentially hazardous waste material that may have an effect on the value of the property. We urge the client to retain an expert in this field if desired.

Site Improvements:	Overall, the main usable portion of the site, is primarily comprised of open, paved parking lot, with marked spaces, drive and turnaround areas. There is a curb cut for access to the site at the western portion of Henry Street frontage. The delineated parcel includes a strip of grassed area which runs from the corner of Henry Street and Chestnut Street, extending west to the curb cut and site access. There are trees, overgrown grass, as well as steel fencing along this portion. Overall physical condition of the site improvements is average to good. Underlying land only is appraised herein. All existing improvements will require removal prior to any development, since they have no contributory value in accordance with Highest and Best.
Utilities:	All utilities, which include public water, gas, storm sewers, telephone, electric services and city sewers are available to the site.
<u>Comments:</u>	Access rights from Monroe Street, Chestnut Street and Henry Street Extension are assumed to be included and allowed in the future development of this parcel.

Scenario #3

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

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

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

Environmental Condition of the Property

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

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

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

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

XII. Highest and Best Use

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

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

1) Possible use - What uses of the site are physically possible?

2) Permissible legal use - What uses of the site are permitted by zoning and deed restrictions?

3) Feasible uses - Which possible and permissible uses will produce a net return to the owner of the site?

4) Maximally productive use - Among the feasible uses, that use which will produce the highest net return or the highest present worth.

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

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

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

Estimated Exposure and Marketing Time

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

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

XIII. The Appraisal Process

The appraisal process is a systematic sequence of steps in which data is used to estimate the value of the subject property. The information is acquired, classified, analyzed and then presented. The first steps in the appraisal process include defining the appraisal problem, identification of the real estate, the effective date for the value estimate, the property rights appraised and the type of value sought. Once this has been accomplished, the appraiser analyzes other factors in the market that affect the subject such as neighborhood data, site and improvement analysis, and the highest and best use analysis. Once these steps have been completed, the appraiser generally uses three approaches in estimating Market Value:
1) The Cost Approach, 2) The Income Approach, and 3) The Direct Sales Comparison Approach.

Cost Approach

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

Income Approach

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

Value = Net Income / Capitalization Rate

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

Direct Sales Comparison Approach

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

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

XIV. Direct Sales Comparison Approach

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

Comparable Land Sale No. 1

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

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

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

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

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

Comparable Land Sale No. 2

Address:	1480 Post Road East, Westport, Connecticut
Location:	Exit 18 off I-95
Date of Sale:	May 21, 2020
Grantor:	Alan Thoele
Grantee:	SIR 1480 PRE LLC.
Size:	1.63 acres
Sale Price:	$2,800,000
Verification:	CoStar services/listing broker, CONN – Comp.
Zone:	GBD
Sale Price/SF:	$39.44
Sale Price/Acre:	$1,717,791
Sale Price per Unit:	$87,500 per unit – based on an approval of 32 unit apartment plan.

Description:

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

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

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

Comparable Land Sale No. 3

Address:	467 West Avenue, 17 Butler and 3 Quincy, Norwalk, Connecticut
Location:	Exit 15 off I-95
Date of Sale:	December 23, 2019
Grantor:	New MFP Norwalk
Grantee:	TB Norwalk Apartments
Size:	5.23 acres
Sale Price:	$34,050,000
Verification:	CONN – Comp. Warren Co Star services
Zone:	CDDB
Sale Price/SF:	$150
Sale Price/Acre:	$6,510,516
Sale Price per Unit:	$103,030 per unit – based on 330 Apartments (not including retail space)

Description:

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

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

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

BALDWIN PEARSON
& COMPANY. INCORPORATED

<u>Comparable Land Sale No. 4</u>

Address:	230 East Avenue & Rowan, Norwalk, Connecticut
Location:	Exit 16 off I-95
Date of Sale:	June 6, 2018
Grantor:	Norwalk Improvements LLC.
Grantee:	230 East Avenue LLC.
Size:	3.46 acres
Sale Price:	$14,580,000
Verification:	Norwalk land records; CoStar service/listing broker
Zone:	NB
Sale Price/SF:	$96.74
Sale Price/Acre:	$4,213,873
Sale Price per Unit:	$77,143 per unit – based on approvals for 189 Apartments

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

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

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

Analysis of Sales

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

Adjustments

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

Analysis of Sales

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

Adjustments

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

Land Sale Analysis and Adjustments

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

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

Amenities: Sale #3 had approvals which included restaurant space.

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

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

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

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

<u>Scenario #1</u>

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

SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS TO TEN MILLION DOLLARS

<u>Scenario #2</u>

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

Call It:

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

Scenario #3

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

Address	Sales Date	Sales Price	Land Area	Zone	Price Per SF
93 Winfield St. Norwalk, CT	4/17/20	$640,000	.50 Ac.	NB	$29.38
8 East Walnut St. Stamford, CT	7/10/20	$200,000	.11 Ac.	RMV	$41.74
54 Square Acre Dr. Stamford, CT	9/24/18	$350,000	.23 Ac.	MZN	$35.00
24 Monroe St. Norwalk, CT	8/6/18	$2,200,000	.41 Ac.	SSDD	$123.00
10 South Spruce St. Norwalk, CT	6/14/17	$300,000	.12 A.	I I	$57.00
		Subject Lot:	2,500 SF		

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

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

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

Base Rate:	**$50 per Sq. Ft.**	
Downward Adjustment for Utility:	**60%**	**-$30**
Adjusted Rate:		**$20 per Sq. Ft.**

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

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

Total Value of the Two Lots: $120,000

ONE HUNDRED & TWENTY THOUSAND DOLLARS

XV. Conclusion

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

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

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

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

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

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

Total Value of the Two Lots: $120,000

ONE HUNDRED & TWENTY THOUSAND DOLLARS

Respectfully submitted,

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

XVI. Assumptions and Limiting Conditions

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

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

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

That no engineering survey has been made by the appraiser.

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

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

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

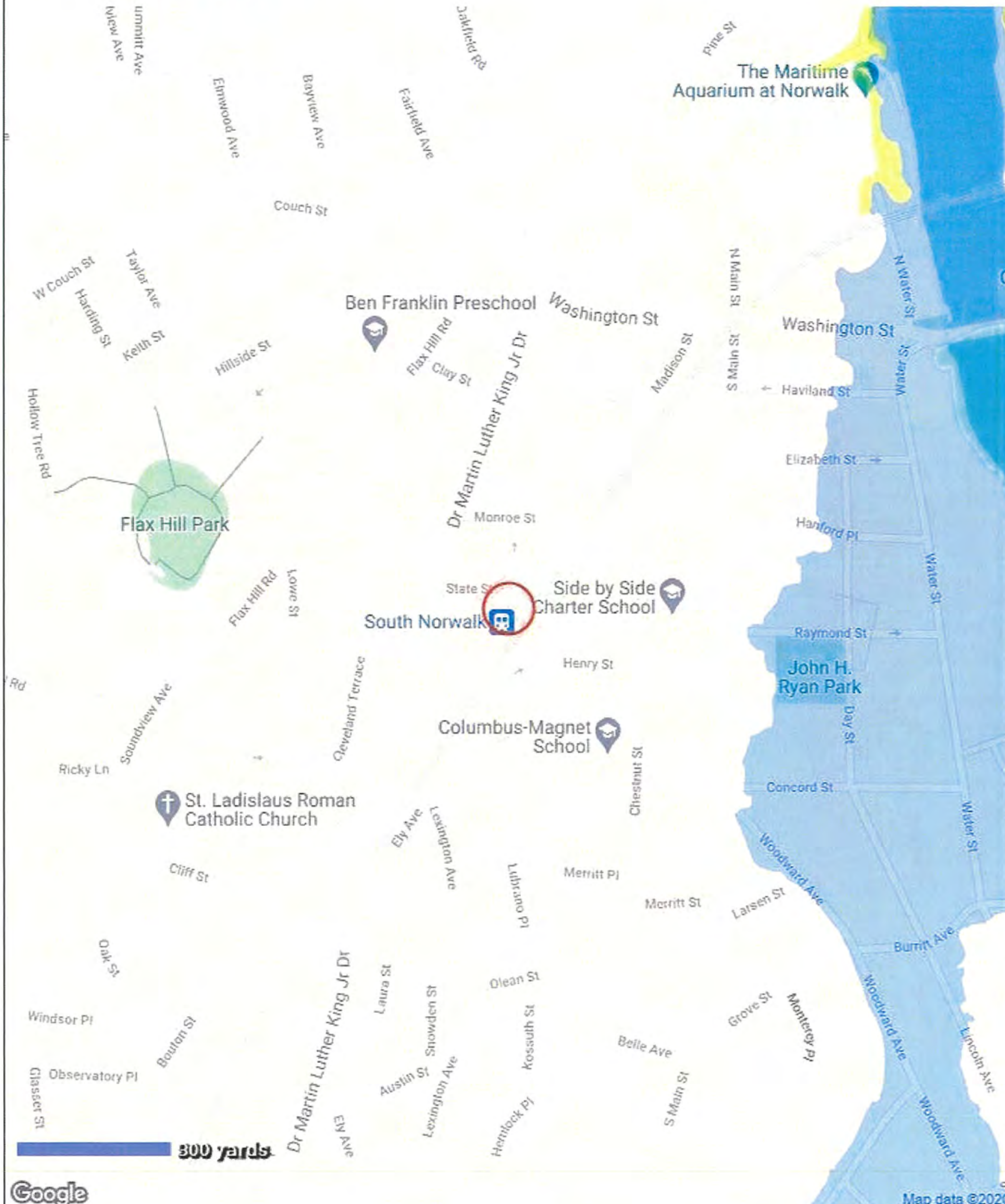
That no detailed studies covering the subject property were available to the appraiser. Therefore, premises as to soil qualities employed in this report are not conclusive but have been considered consistent with information available to the appraiser.

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

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

InterFlood by a la mode

Prepared for: Baldwin Pearson & Co
30 Monroe Street



Powered by CoreLogic®

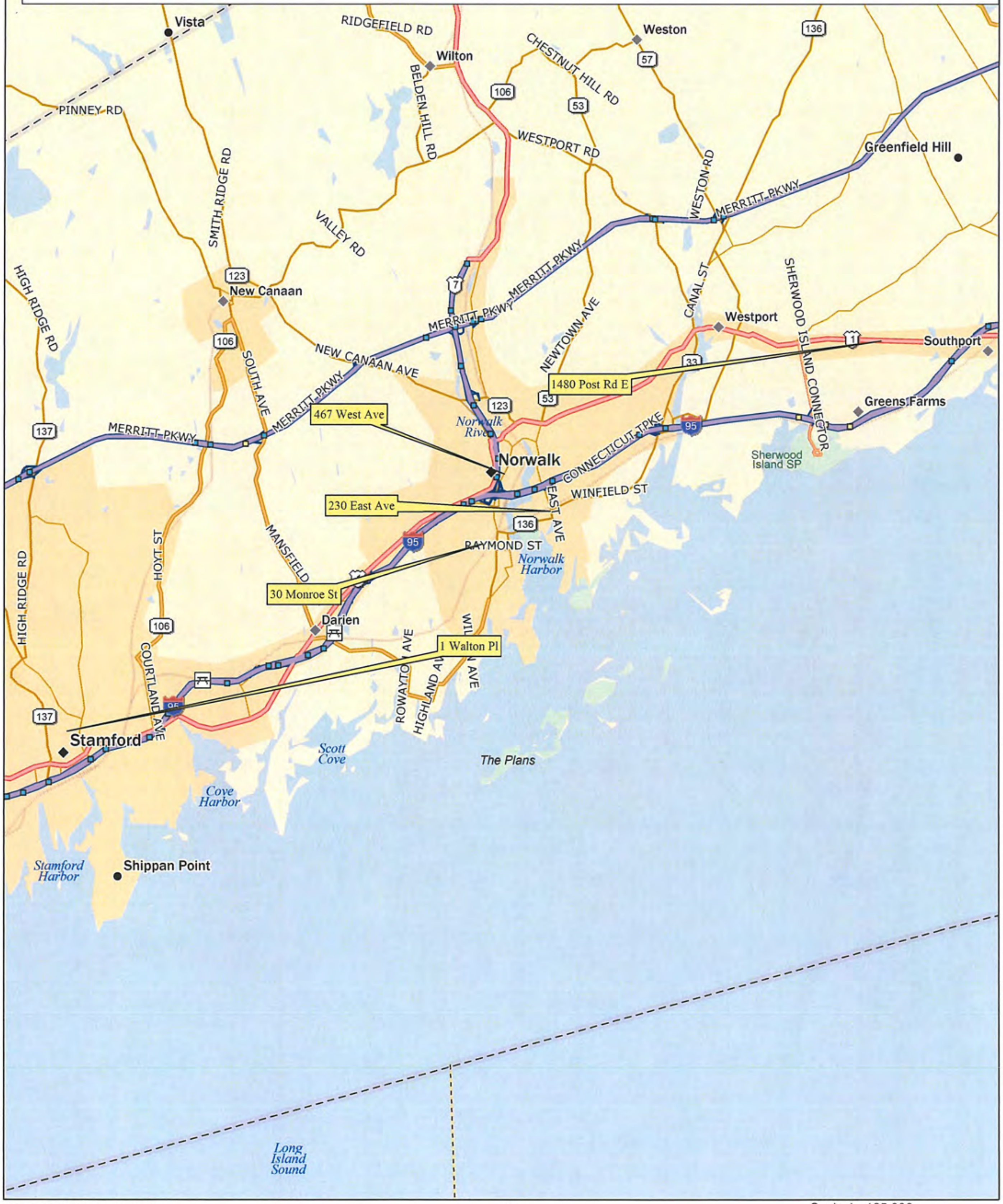
MAP DATA

FEMA Special Flood Hazard Area: **No**
Map Number: **09001C0531G**
Zone: **X**
Map Date: **July 08, 2013**
FIPS: **09001**

MAP LEGEND

- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard
- Protected Areas
- Floodway
- Subject Area

30 Monroe Street, Norwalk, CT



Data use subject to license.

www.delorme.com

TN

MN (13.2°W)

Scale 1 : 125,000

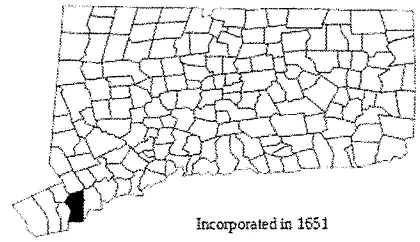
1" = 1.97 mi

Data Zoom 10-6

Norwalk, Connecticut

CERC Town Profile 2019 *Produced by Connecticut Data Collaborative*

Town Hall	*Belongs To*
P.O. Box 5125	Fairfield County
Norwalk, CT 06856	LMA Bridgeport - Stamford
(203) 854-7701	Western Planning Area



Incorporated in 1651

Demographics

Population

	Town	County	State
2000	82,951	882,567	3,405,565
2010	85,603	916,829	3,574,097
2013-2017	88,537	947,328	3,594,478
2020	86,302	944,692	3,604,591
'17 - '20 Growth / Yr	-0.9%	-0.1%	0.1%

	Town	County	State
Land Area (sq. miles)	23	625	4,842
Pop./Sq. Mile (2013-2017)	3,873	1,516	742
Median Age (2013-2017)	39	40	41
Households (2013-2017)	33,385	337,678	1,361,755
Med. HH Inc. (2013-2017)	$81,546	$89,773	$73,781

	Town	State
Veterans (2013-2017)	2,927	180,111

Race/Ethnicity (2013-2017)

	Town	County	State
White Non-Hisp	46,033	595,323	2,446,049
Black Non-Hisp	12,522	98,931	350,820
Asian Non-Hisp	4,487	48,421	154,910
Native American Non-Hisp	179	1,372	5,201
Other/Multi-Race Non-Hisp	1,484	22,684	84,970
Hispanic or Latino	23,832	180,379	551,916

	Town	County	State
Poverty Rate (2013-2017)	9.2%	8.8%	10.1%

Educational Attainment (2013-2017)

	Town		State	
High School Graduate	14,051	23%	673,582	27%
Associates Degree	4,360	7%	188,481	8%
Bachelors or Higher	25,576	41%	953,199	38%

Age Distribution (2013-2017)

	0-4		5-14		15-24		25-44		45-64		65+		Total	
Town	5,162	6%	10,236	12%	10,912	12%	24,665	28%	25,005	28%	12,557	14%	88,537	100%
County	53,055	6%	125,776	13%	126,096	13%	229,587	24%	271,888	29%	140,926	15%	947,328	100%
State	186,188	5%	432,367	12%	495,626	14%	872,640	24%	1,031,900	29%	575,757	16%	3,594,478	100%

Economics

Business Profile (2018)

Sector	Units	Employment
Total - All Industries	3,569	44,502
23 - Construction	278	1,257
31-33 - Manufacturing	112	1,314
44-45 - Retail Trade	342	6,255
54 - Professional, Scientific, and Technical Services	482	4,076
62 - Health Care and Social Assistance	300	6,332
72 - Accommodation and Food Services	297	3,503
Total Government	44	4,106

Top Five Grand List (2018)

	Amount
Connecticut Light & Power	$353,136,529
Merritt 7 Venture, LLC	$280,033,663
35 Glover Borrower, LLC	$110,179,741
CP IV Waypointe BP 1, LLC	$119,952,290
45 Glover Borrower, LLC	$75,567,184
Net Grand List (SFY 2016-2017)	$12,091,830,181

Major Employers (2018)

- Nuvance Health - Norwalk Hospital
- General Electric Company, Inc.
- Altice USA
- Stew Leonard's
- MBI

Education

2018-2019 School Year

	Grades	Enrollment
Norwalk School District	PK-12	11501

Smarter Balanced Test Percent Above Goal (2017-2018)

	Grade 3		Grade 4		Grade 8	
	Town	State	Town	State	Town	State
Math	49.4%	53.8%	49.0%	51.3%	37.4%	43.0%
ELA	45.8%	53.1%	53.8%	54.9%	48.5%	56.1%

Pre-K Enrollment (PSIS)

	2018-2019
Norwalk School District	245

4-Year Cohort Graduation Rate (2017-2018)

	All	Female	Male
Connecticut	88.3%	91.8%	85.1%
Norwalk School District	91.6%	93.6%	89.5%

Rate of Chronic Absenteeism (2017-2018)

	All
Connecticut	10.7%
Norwalk School District	10.6%

Public vs Private Enrollment (2013-2017)

	Town	County	State
Public	79.9%	82.2%	86.8%
Private	20.1%	17.8%	13.2%

Norwalk, Connecticut

CERC Town Profile 2019

Connecticut Economic Resource Center

Government

Government Form: Mayor - Council

Total Revenue (2017)	$375,524,450
Tax Revenue	$301,211,043
Non-tax Revenue	$74,313,407
Intergovernmental	$59,156,603
Per Capita Tax (2017)	$3,453
As % of State Average	117.8%

Total Expenditures (2017)	$371,018,276
Education	$213,831,291
Other	$157,186,985
Total Indebtedness (2017)	$219,804,878
As % of Expenditures	59.2%
Per Capita	$2,470
As % of State Average	98.3%

Annual Debt Service (2017)	$26,867,677
As % of Expenditures	7.2%
Eq. Net Grand List (2017)	$19,278,296,085
Per Capita	$216,598
As % of State Average	143.5%
Moody's Bond Rating (2017)	Aaa
Actual Mill Rate (2017)	25.00
Equalized Mill Rate (2017)	15.94
% of Net Grand List Com/Ind (2017)	20.3%

Housing/Real Estate

Housing Stock (2013-2017)

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

Distribution of House Sales (2017)

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

Rental (2013-2017)

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

Labor Force

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

Connecticut Commuters (2015)

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

Quality of Life

Crime Rates (per 100,000 residents) (2017)

	Town	State
Property	1,729	1,777
Violent	292	228

Disengaged Youth (2013-2017)

	Town	State
Female	4.9%	4.2%
Male	11.0%	5.6%

	Town
Library circulation per capita	5.33

Distance to Major Cities

	Miles
New York City	41
Hartford	60
Providence	115
Boston	151
Montreal	307

Residential Utilities

Electric Provider

Eversource Energy
(800) 286-2000

Cable Provider

Charter Communications
(800) 827-8288

30 MONROE ST

76 units potential

38,000

$\boxed{3.03}$

– Proposed

Location	30 MONROE ST	**Mblu**	2/ 55/ 28/ 0/
Acct#	5433	**Owner**	NORWALK CITY OF
Assessment	$2,652,320	**Appraisal**	$3,789,020
PID	5433	**Building Count**	1

Current Value

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

Owner of Record

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

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

Ownership History

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

Building Information

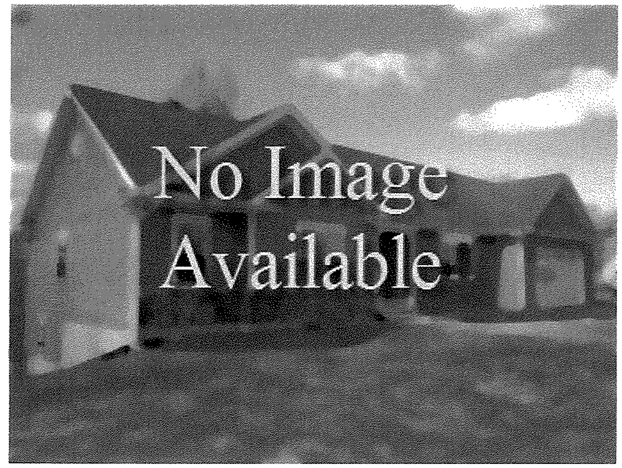
Building 1 : Section 1

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

Building Attributes

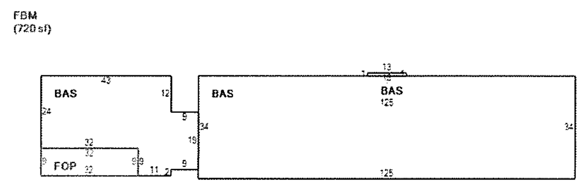
Field	Description
STYLE	Other Municip
MODEL	Commercial
Grade	C+
Stories:	1.00
Occupancy	4.00
Exterior Wall 1	Brick/Masonry
Exterior Wall 2	
Roof Structure	Hip
Roof Cover	Arch. Shingles
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Quarry Tile
Interior Floor 2	
Heating Fuel	Gas
Heating Type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

Building Photo



(http://images.vgsi.com/photos/NorwalkCTPhotos//default.jpg)

Building Layout



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

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

Extra Features

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

Land

Land Use

Land Line Valuation

Use Code	922V	**Size (Acres)**	3.03
Description	Mun Bldg Com	**Frontage**	
Zone	SSDD	**Depth**	
Neighborhood	C520	**Assessed Value**	$1,907,590
		Appraised Value	$2,725,130

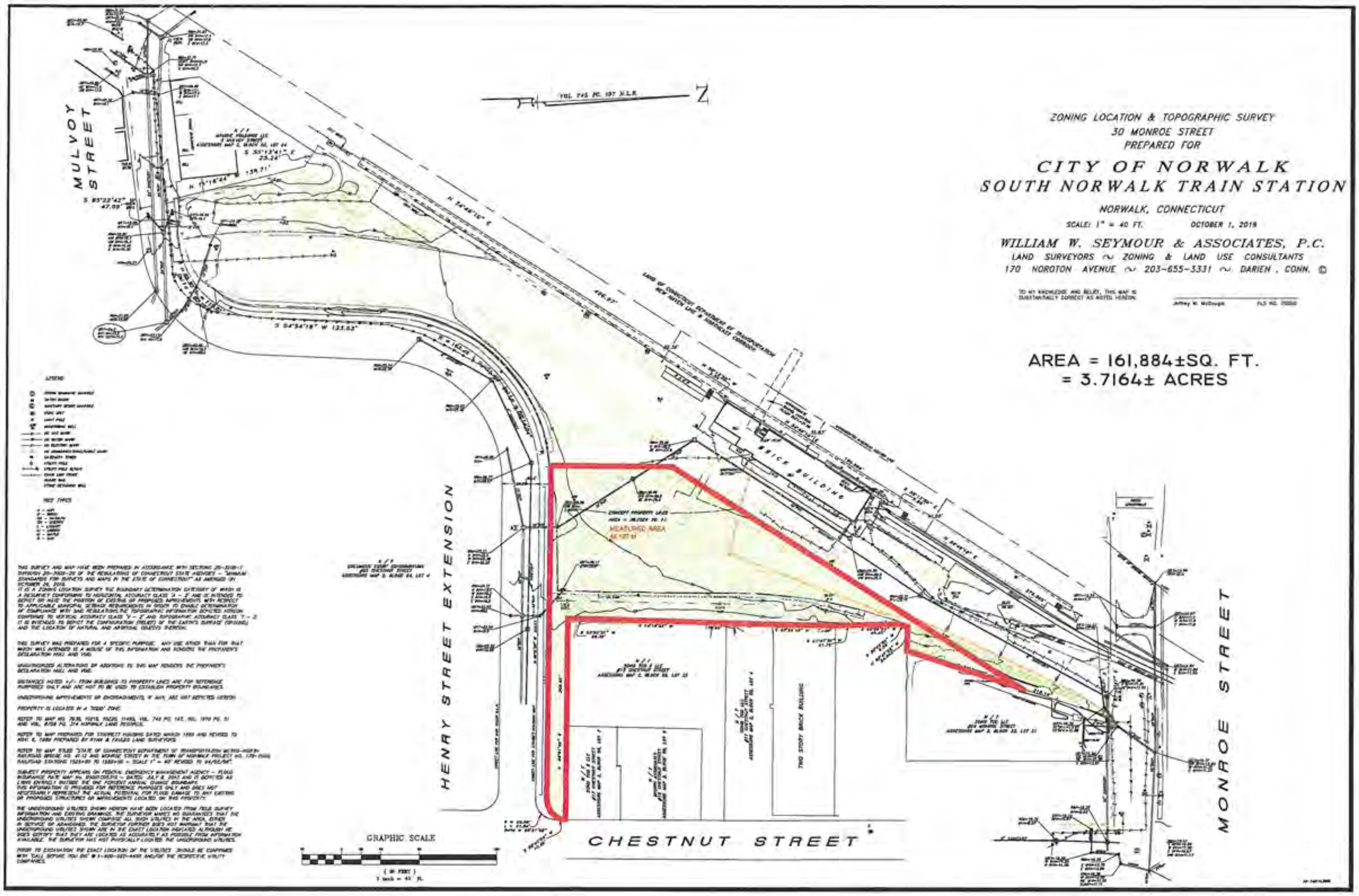
Outbuildings

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

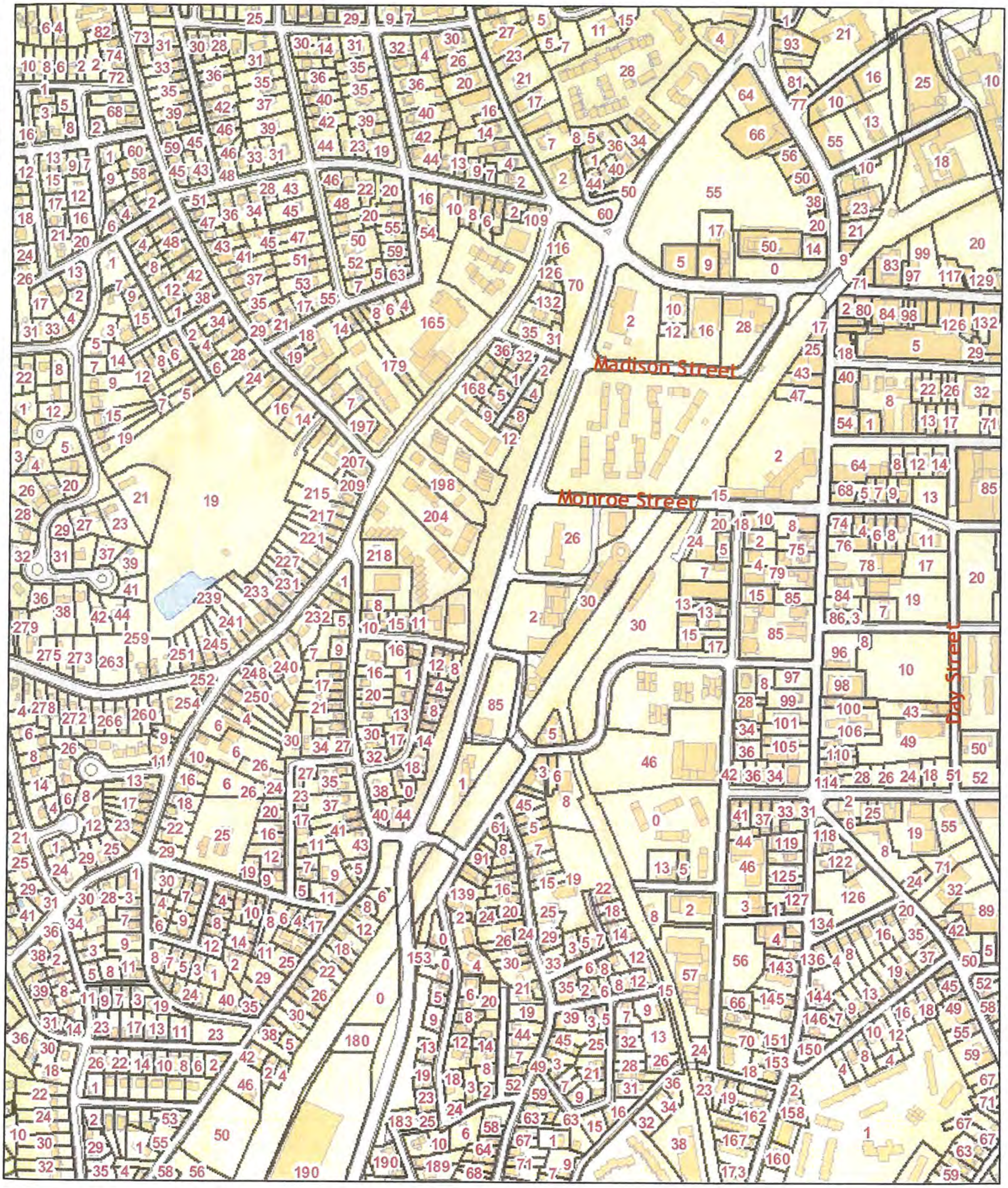
Valuation History

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

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


ZONING LOCATION & TOPOGRAPHIC SURVEY
30 MONROE STREET
PREPARED FOR
CITY OF NORWALK
SOUTH NORWALK TRAIN STATION
NORWALK, CONNECTICUT
SCALE: 1" = 40 FT.
OCTOBER 1, 2019
WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©
AREA = 161,884±SQ. FT.
= 3.7164± ACRES
MULVOY STREET
HENRY STREET EXTENSION
CHESTNUT STREET
MONROE STREET
BRICK BUILDING
TWO STORY BRICK BUILDING
GRAPHIC SCALE

Scenario #2

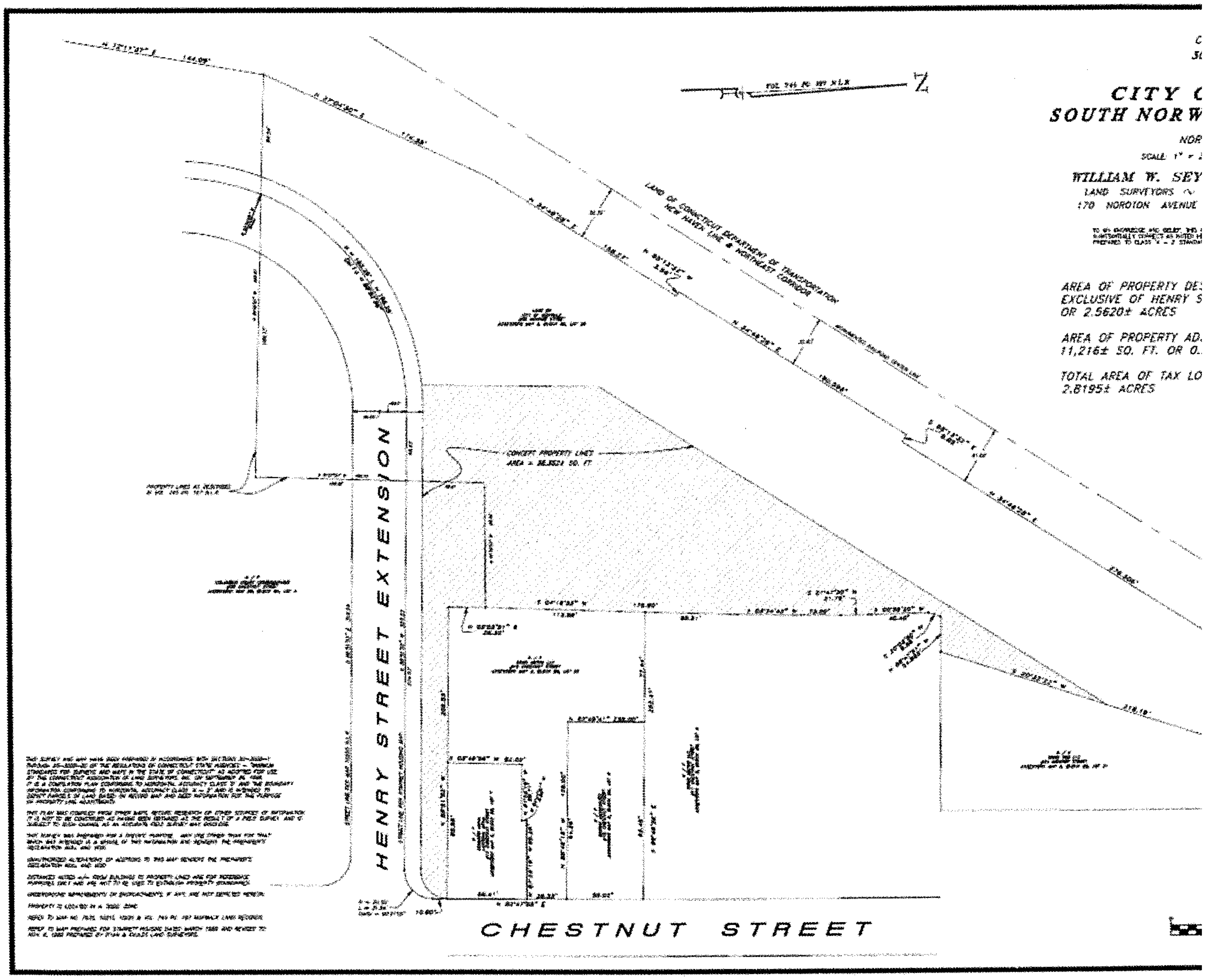


30 Monroe Street

0 462.5 925 1,850 Feet

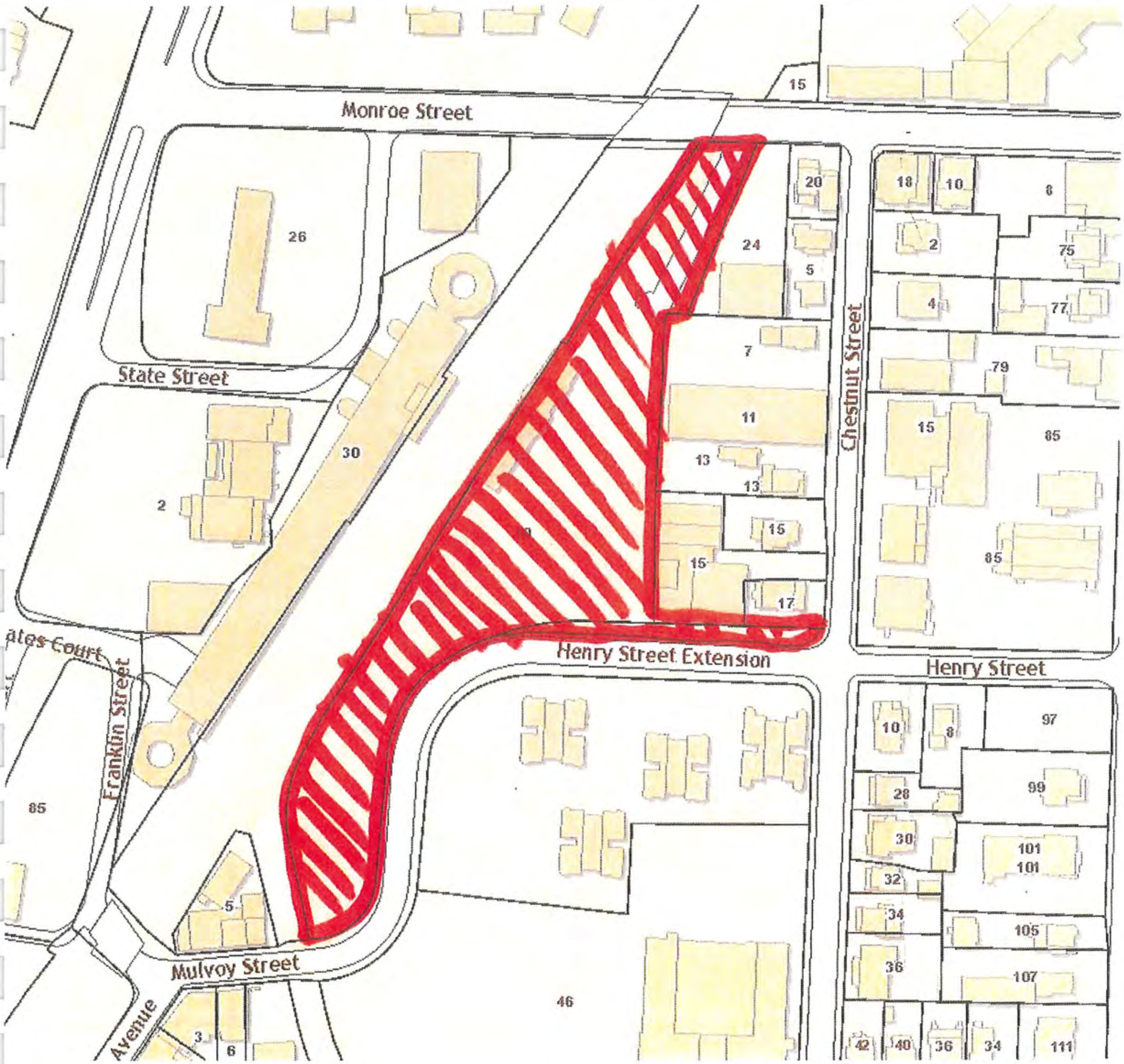
1 inch = 678 feet

SURVEY PROVIDED TO THE APPRAISER BY THE CITY OF NORWALK



SCENARIO #1

30 Monroe Street
Approx. 3 acres
Highest & Best use - multifamily housing @ 1 unit per 500 sq ft of lot

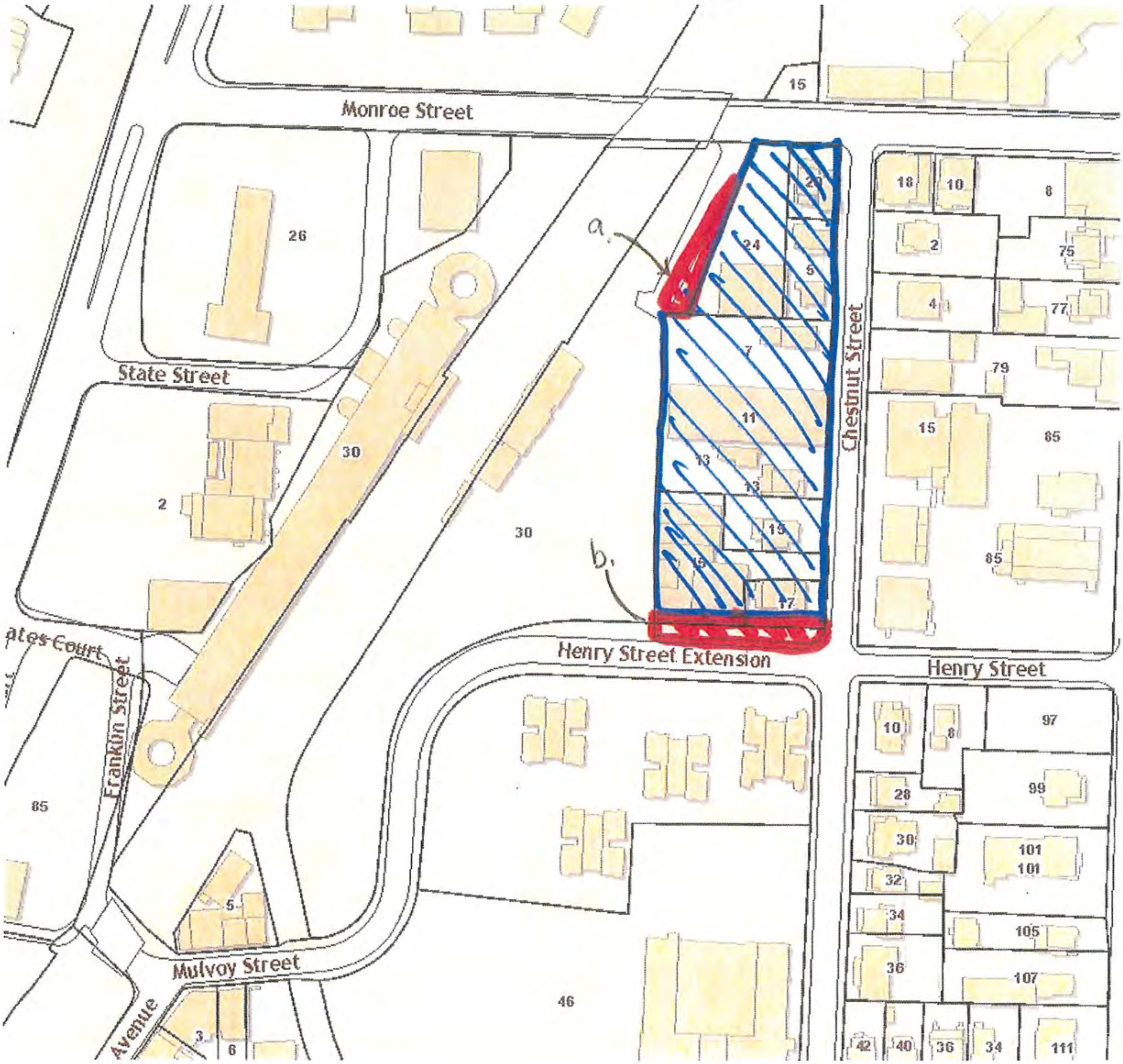


- city-owned

Appraisal #3

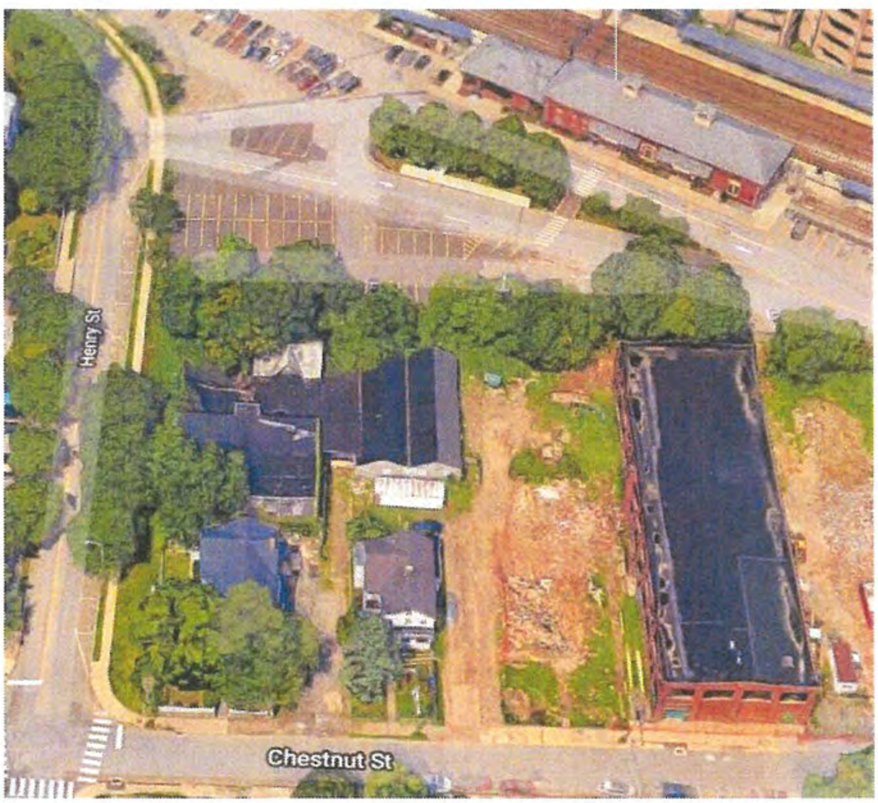
i. Value of ~~3,100~~ 2,100 sq ft of city-owned land for an easement

b. Value of 3,900 sq ft of additional development area for assembled parcel (5 additional housing units)



-city-owned

-developer_owned



AERIAL VIEWS OF THE SUBJECT
Source: Google Maps

Major Active Development Projects in 2020

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

[Link to Interactive Development Projects Map]()

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

MAIN AVENUE NORTH, CRANBURY & SILVERMINE

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

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

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

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

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

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

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

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

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

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

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

WESTPORT AVENUE

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

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

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

CONNECTICUT AVE & WEST NORWALK

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

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

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

NORWALK CENTER & EAST AVENUE

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

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

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

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

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

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

EAST NORWALK

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

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

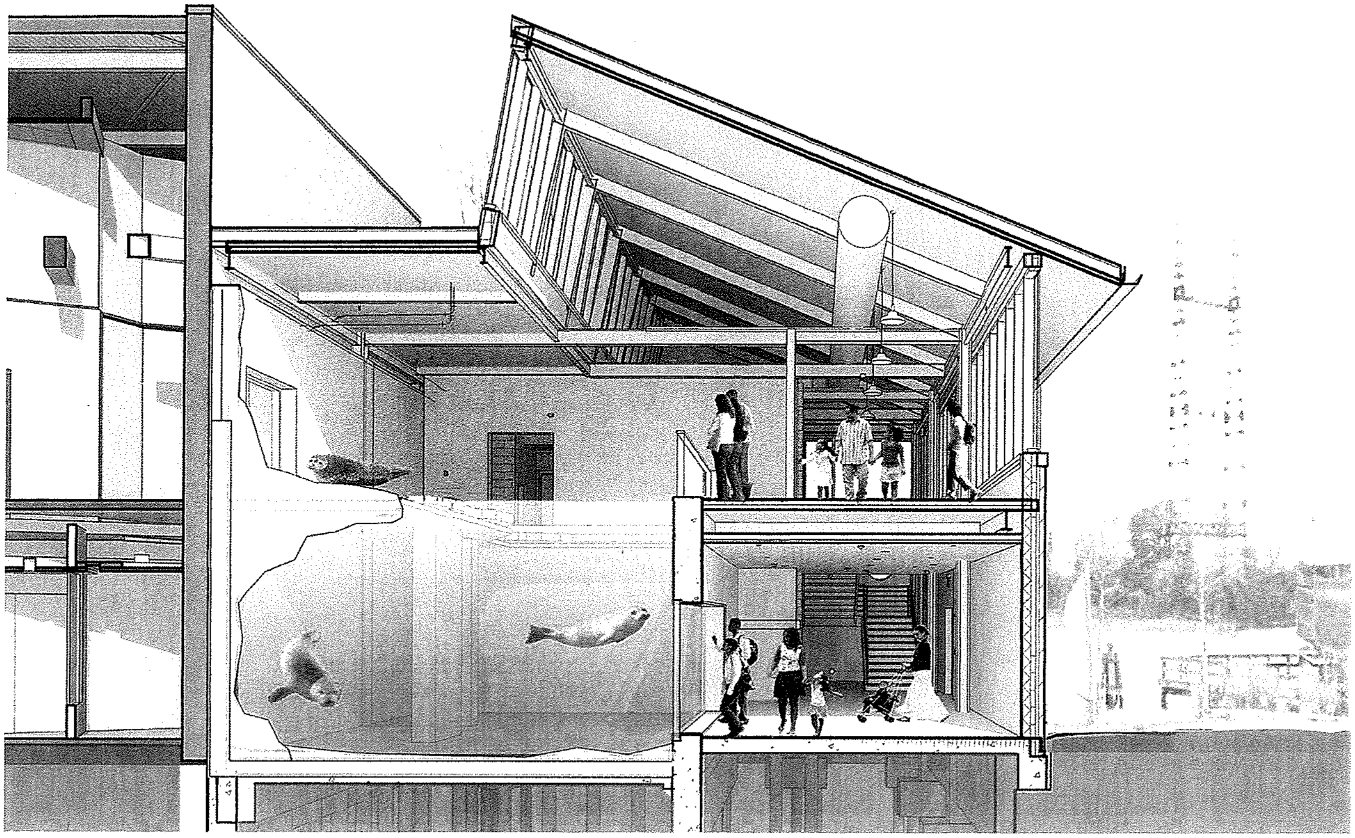
230 East Avenue – 5-6 story, 276,408 sf mixed use development with 189 dwelling units (215,025 sq ft), 39,492 square feet office, 4,260 sq ft gross (2,130 sq ft active) restaurant, 5,550 sq ft gross (4,163 sq ft active) retail and 15,939 sf Pooch Hotel (existing) in 4 separate buildings. *Approved effective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

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

SOUTH NORWALK

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

Maritime Aquarium: 10 North Water St – Construction underway on new addition and major interior renovations to existing Aquarium building. *Currently under construction*



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

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

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

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

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

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

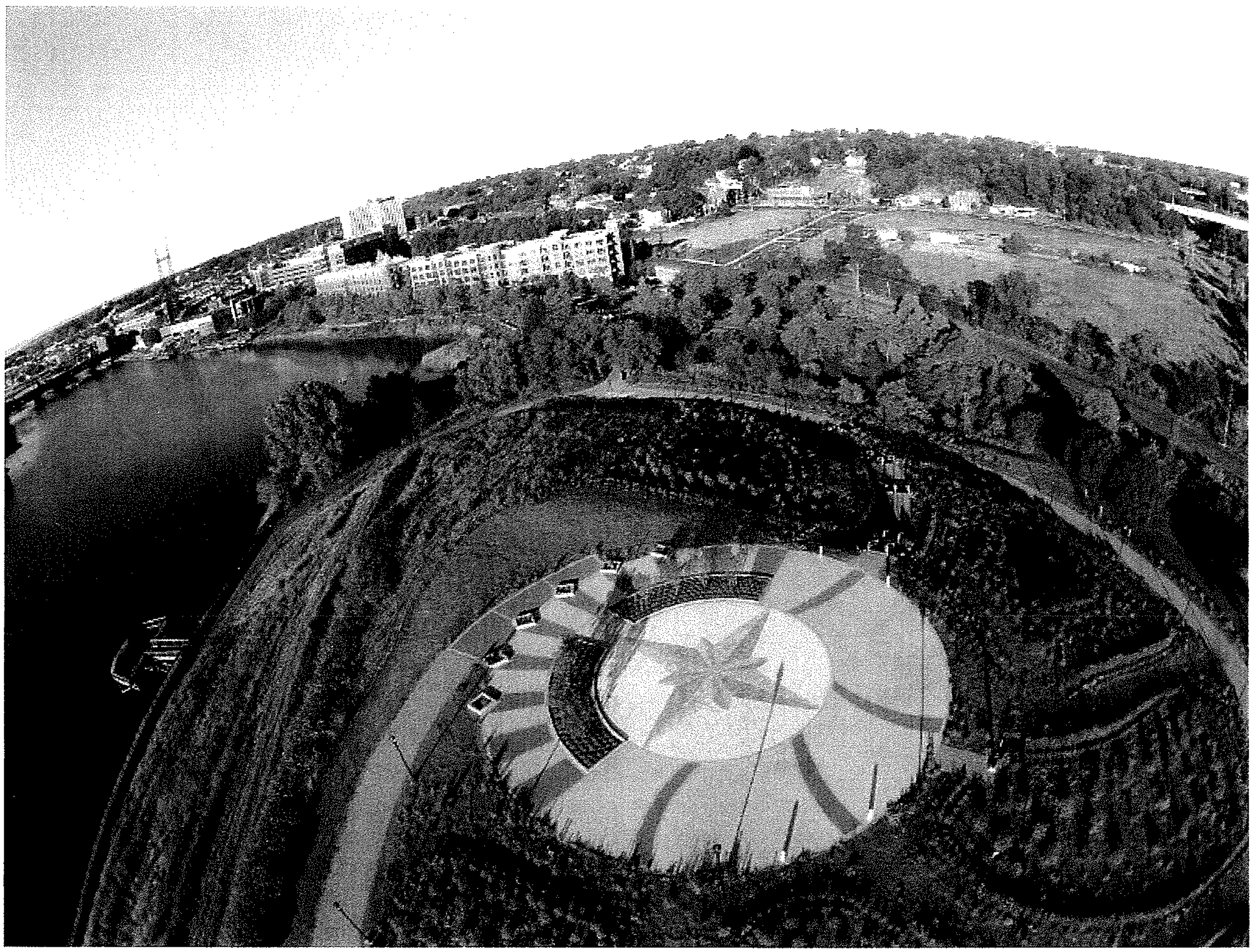
One Bates Court - Metropolitan Realty Associates: 1 Bates Court - Multifamily development with 40 residential units – Approved December 2016; Extension of time granted to December 2018; construction underway

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

Clarke Capital - 64 South Main St/8,10,12 & 14 Elizabeth St – New 68,000 sf mixed use development with 19,400 sf retail and 40 residential units: Showroom relocation permit issued; no permits issued for construction

ROWAYTON

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



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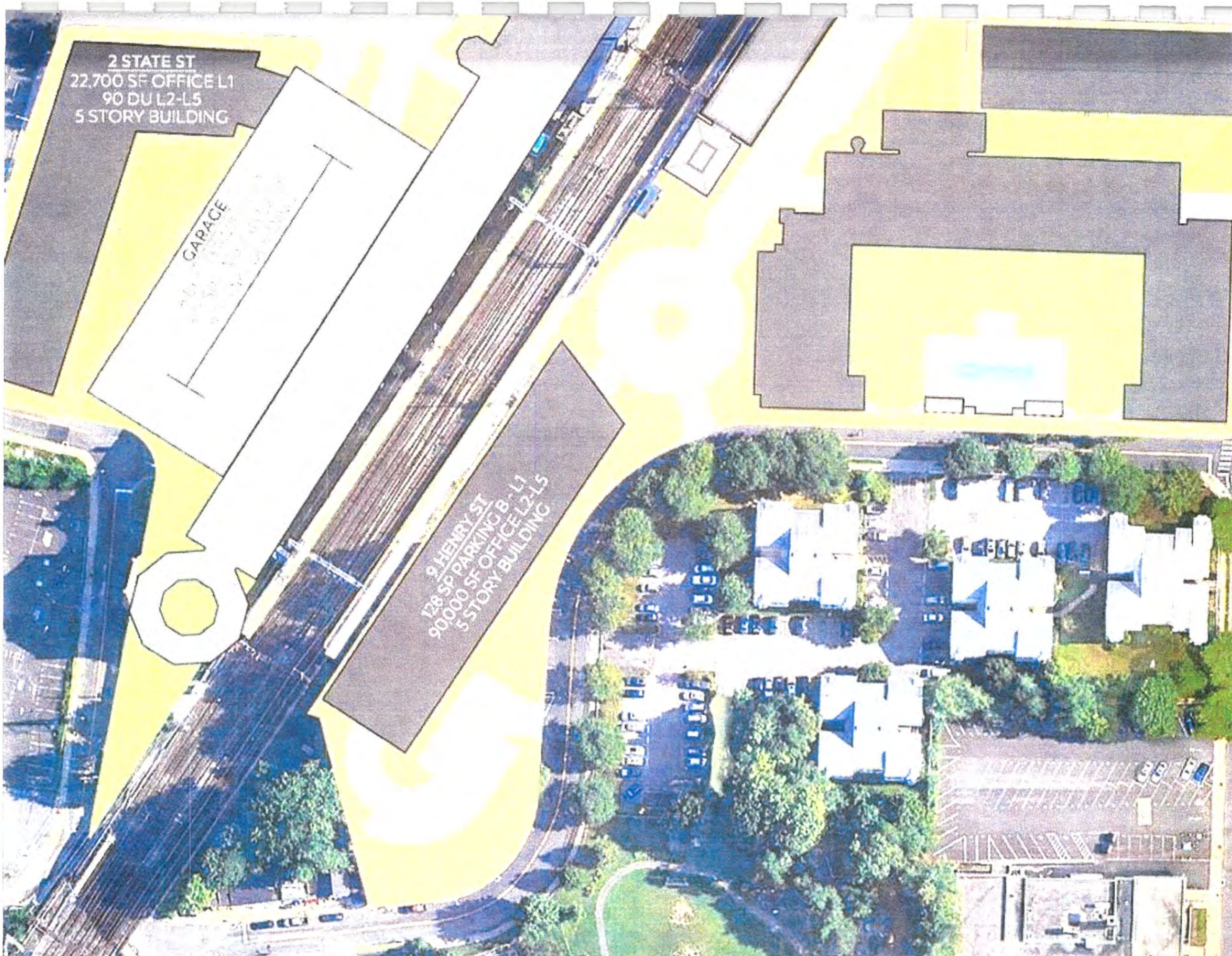
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22,700 SF OFFICE L1
90 DU L2-L5
5 STORY BUILDING
GARAGE
9 HENRY ST
128 SP PARKING B - L1
90,000 SF OFFICE L2-L5
5 STORY BUILDING

CERTIFICATION OF APPRAISER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

George M. Shawah, Jr., MAI
President
License #RCG-0000557
Expiration Date: April 30, 2021

QUALIFICATIONS

George M. Shawah, Jr.

Experience

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

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

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

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

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

Education

B.A. Degree, Muhlenberg College, 1982

Numerous courses sponsored by the Appraisal Institute

Memberships

-Member of the Appraisal Institute (MAI Certificate #11965)

-State of Connecticut Licensed Real Estate Broker #REB.751679

-State of Connecticut Certified General Real Estate Appraiser #RCG.557

-Greater Bridgeport Board of Realtors

-Eastern Fairfield County C.I.D. (President 1989-1991)

-Rotary International-Membership Chairman 2001-2002; Program Chairman 2002-2003; President Elect 2003-2004

-Bridgeport Rotary Club President 2004-2005

-Baldwin Pearson & Company, Inc. was established in 1953

-President of the Connecticut Chapter of the Appraisal Institute 2011

ATTACHMENT D

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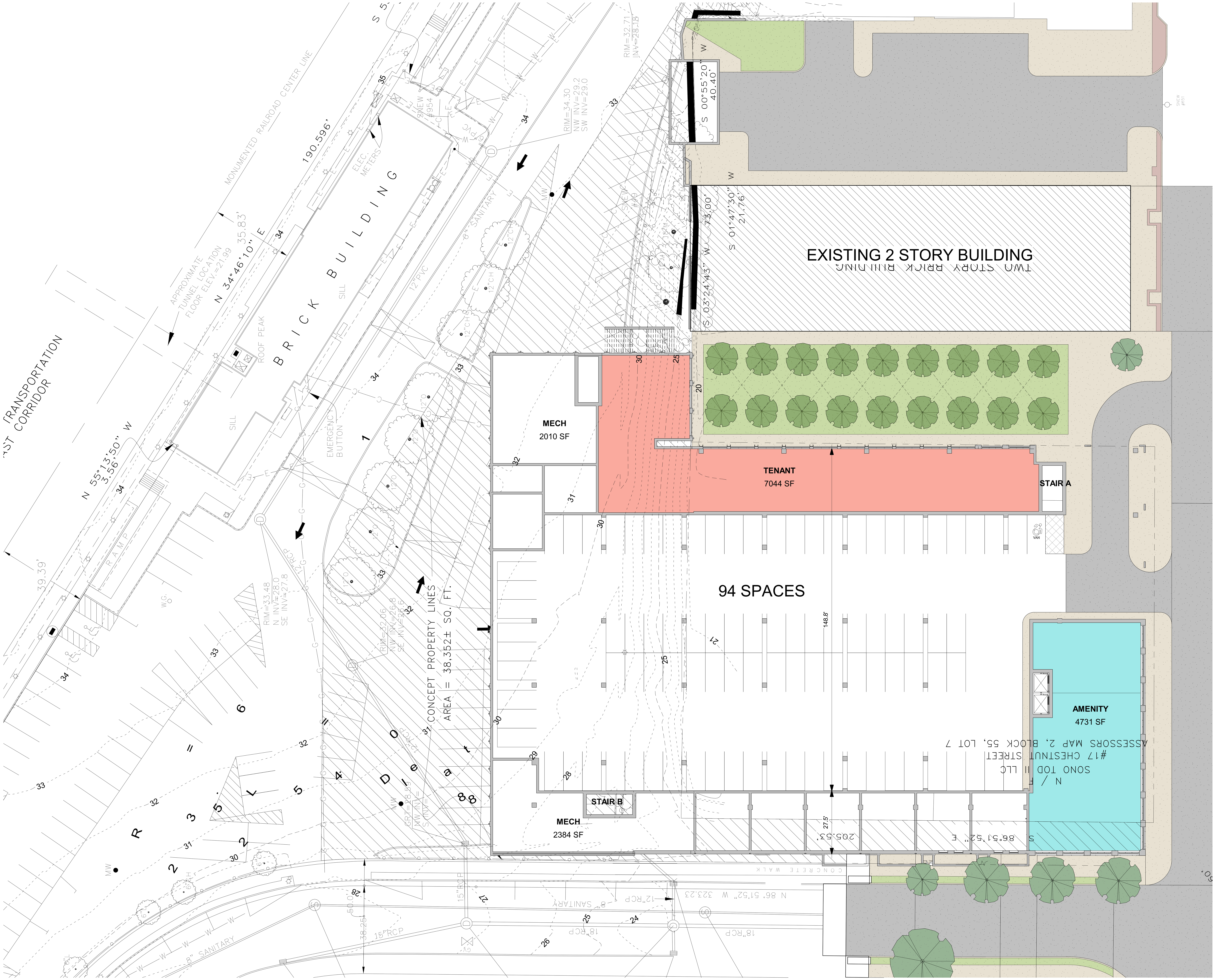
Design Files



PARKING

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

UNITS

02 Garage	
TH	6
	6
03 Courtyard	
1B	18
2B	9
ST	13
	40
04 Residential R2	
1B	19
2B	9
ST	13
	41
05 Residential R3	
1B	19
2B	9
ST	13
	41
06 Residential R4	
1B	16
2B	8
ST	13
	37
07 Residential R5	
1B	16
2B	8
ST	13
	37
TOTAL UNITS	202

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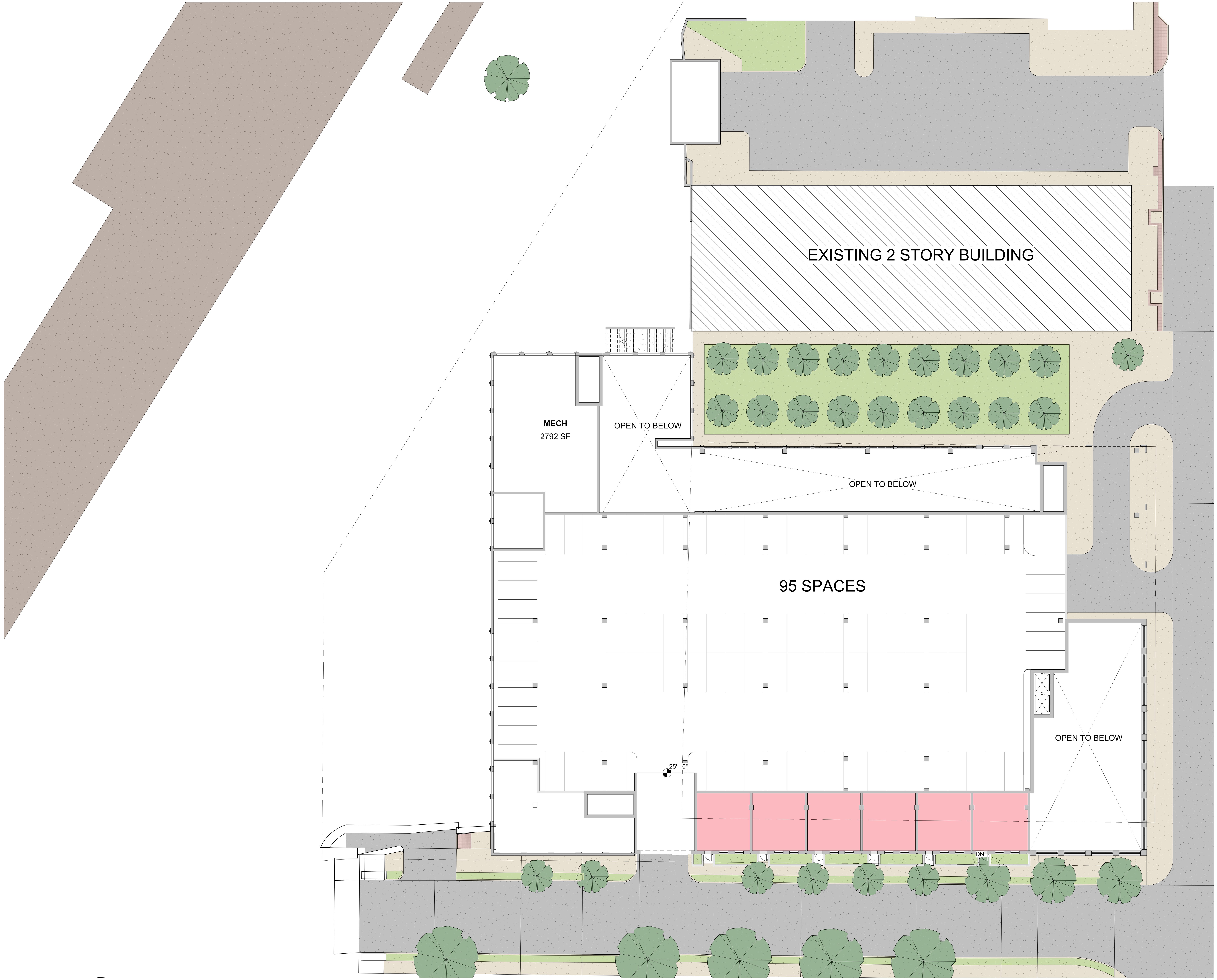

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ST	13
	40

04 Residential R2

1B	19
2B	9
ST	13
	41

05 Residential R3

1B	19
2B	9
ST	13
	41

06 Residential R4

1B	16
2B	8
ST	13
	37

07 Residential R5

1B	16
2B	8
ST	13
	37
TOTAL UNITS	202

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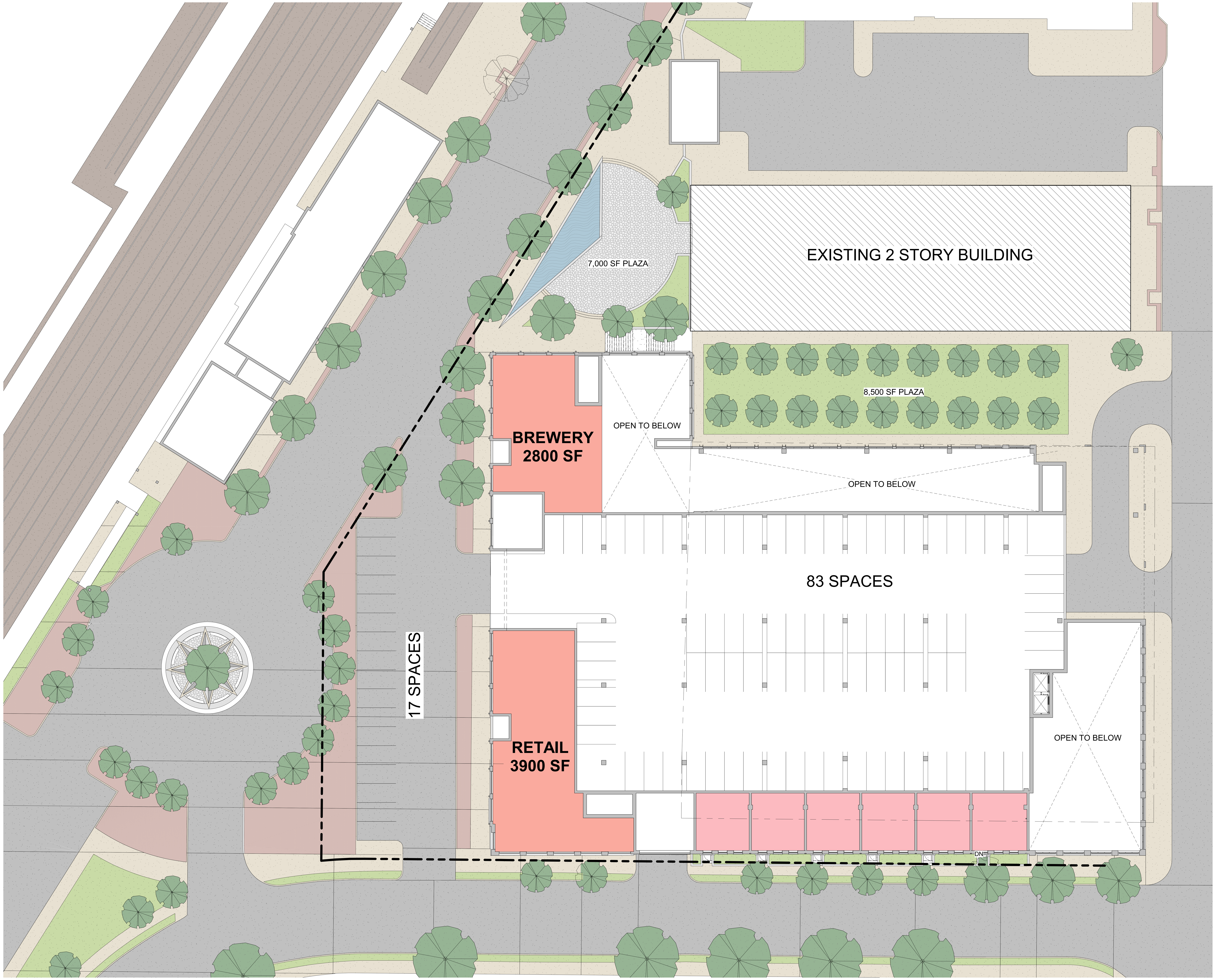

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2B	9
ST	13
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1B	16
2B	8
ST	13
	37

07 Residential R5

1B	16
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ST	13
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TOTAL UNITS 202

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BEINFIELD ARCHITECTURE
11 CHESTNUT STREET | SOUTH NORWALK CT | 203 838 5789

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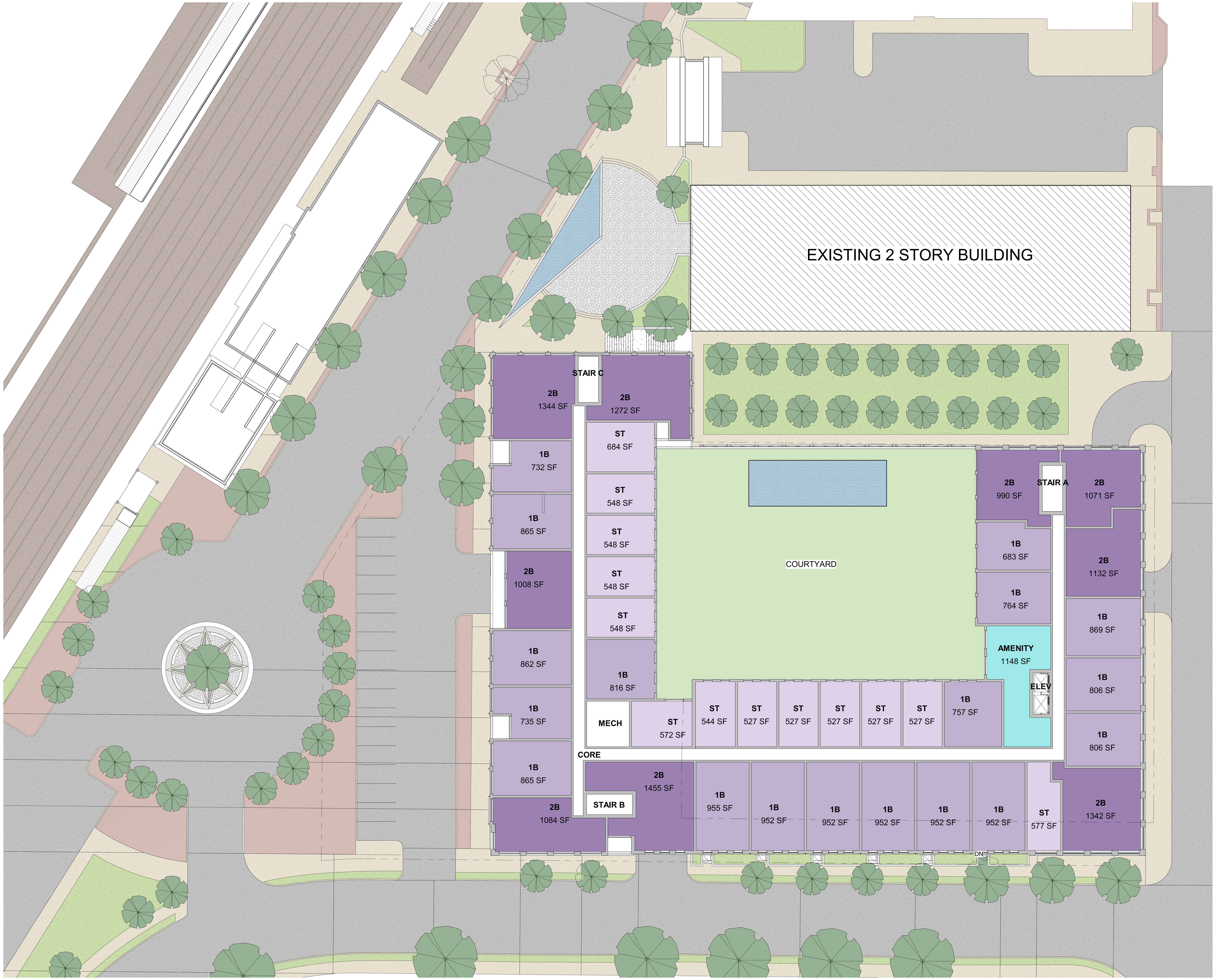

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2B	8
ST	13
	37
07 Residential R5	
1B	16
2B	8
ST	13
	37
TOTAL UNITS	202

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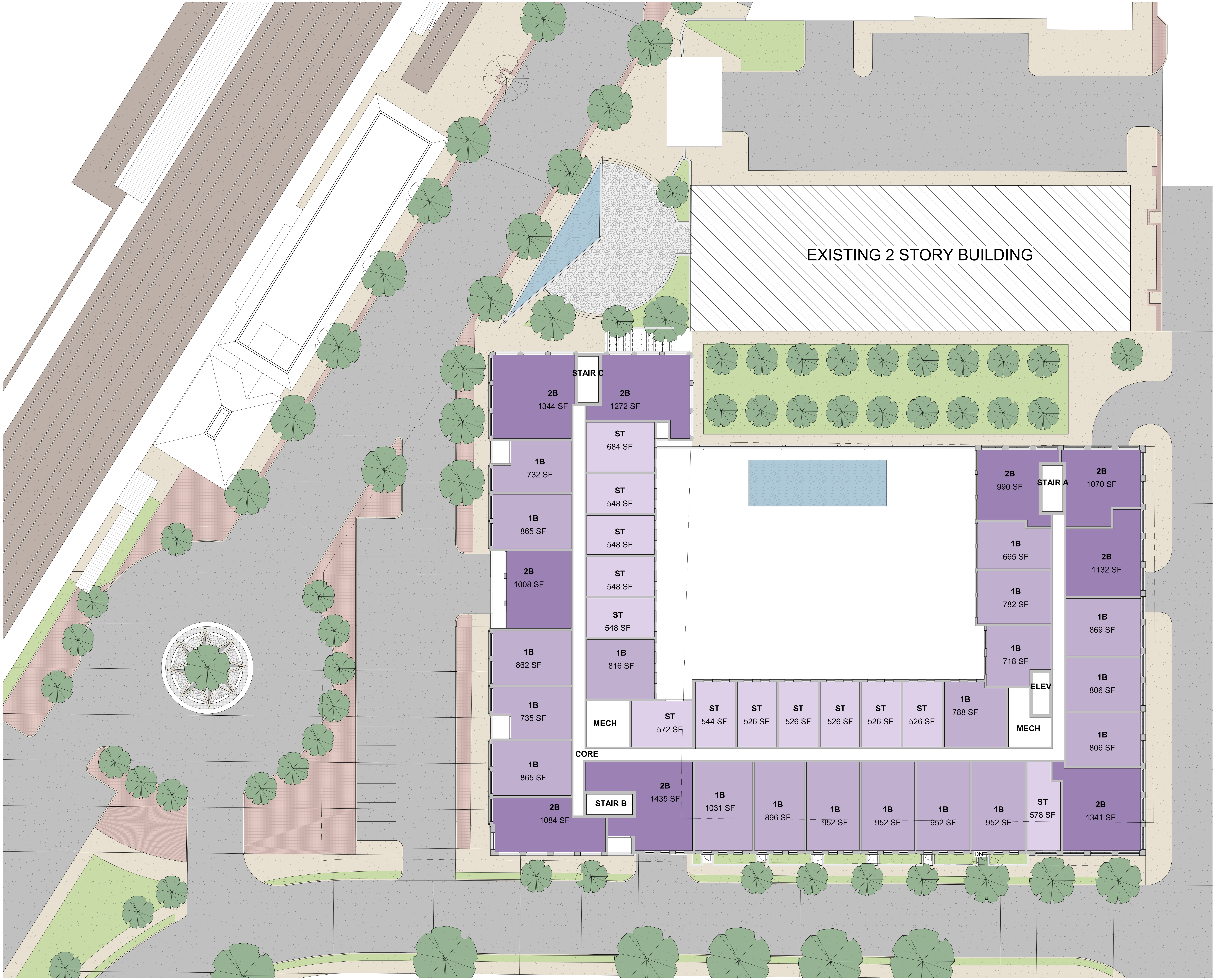

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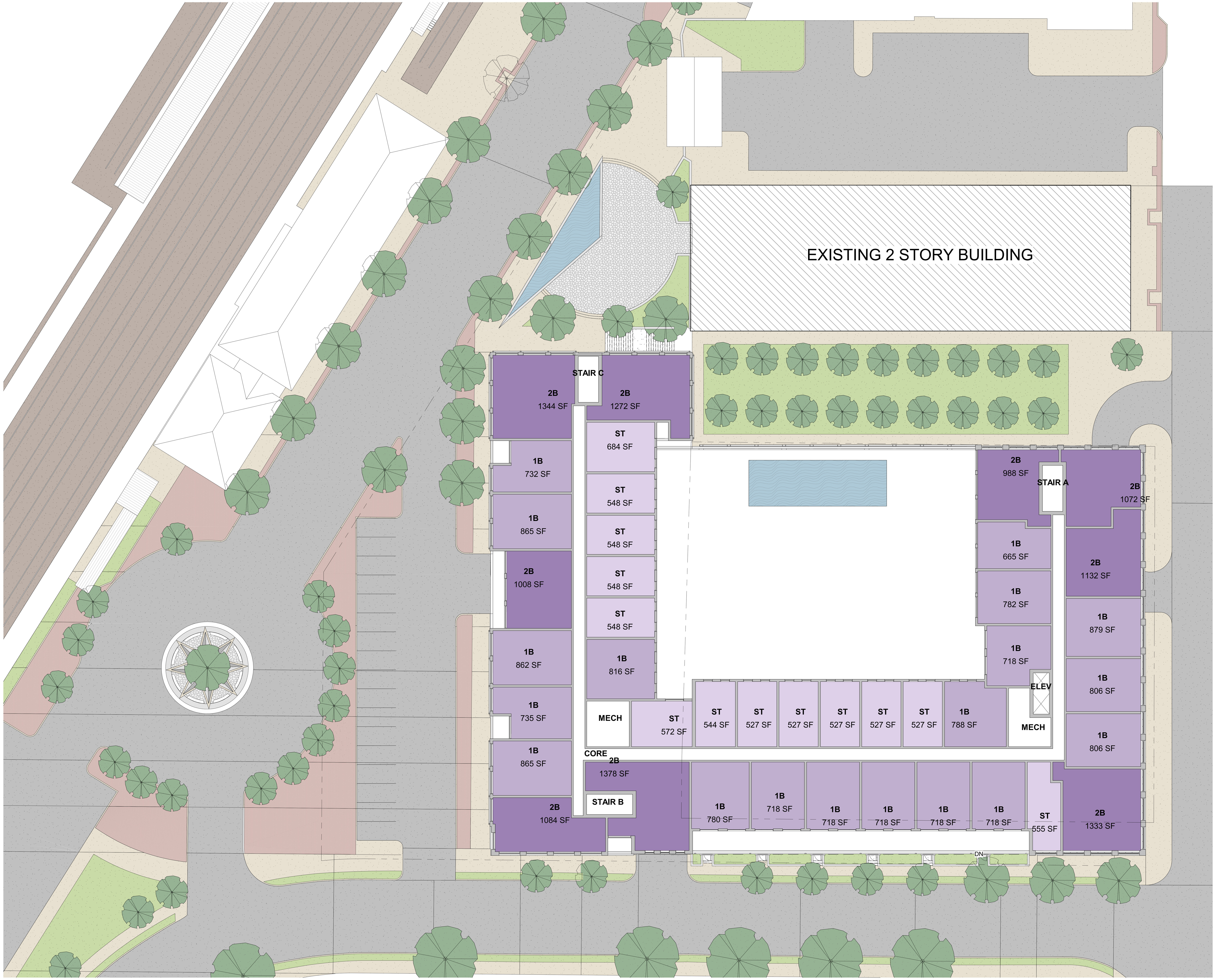

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06 Residential R4

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ST	13
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07 Residential R5

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2B	8
ST	13
	37

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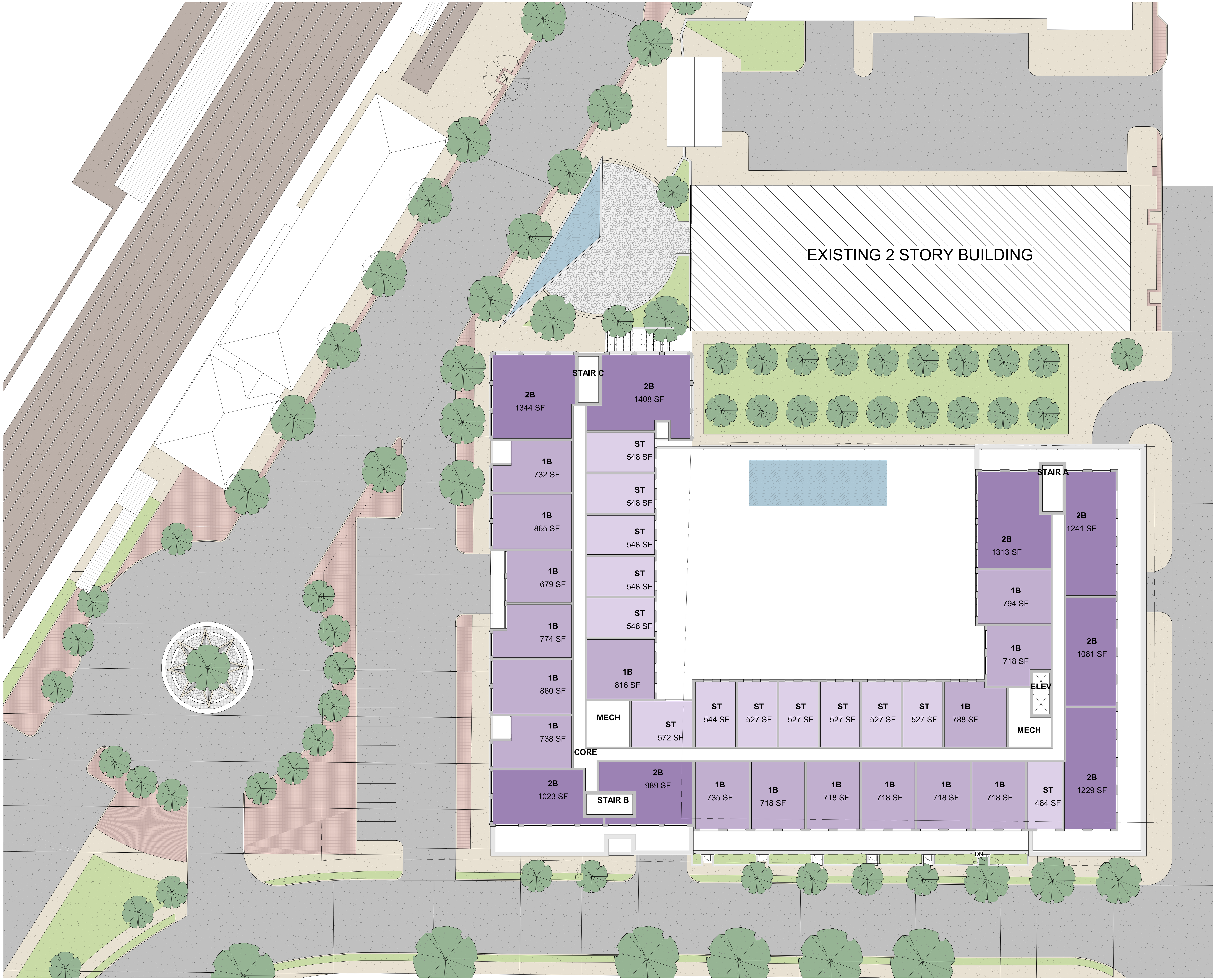

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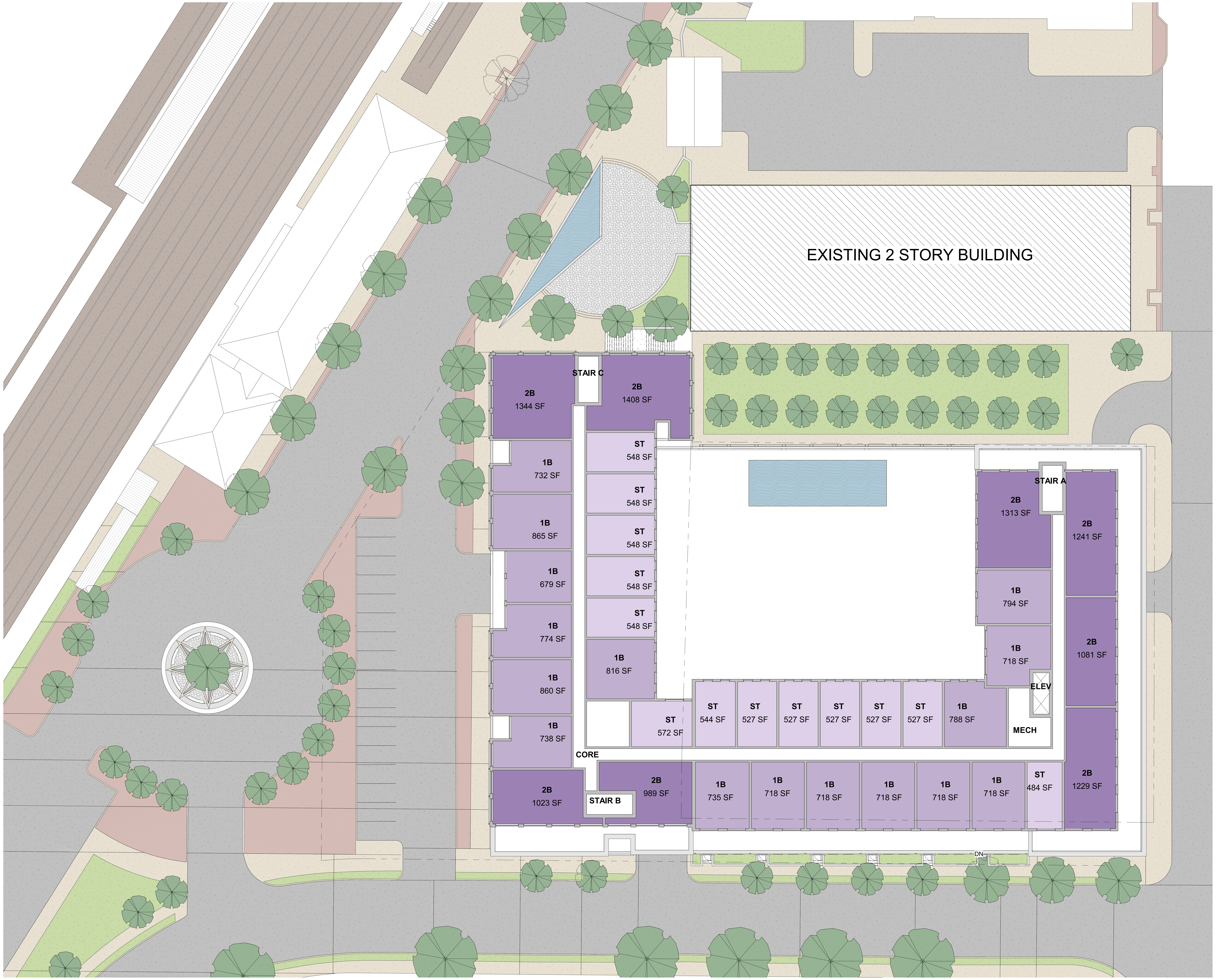

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2B	8
ST	13
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BEINFIELD ARCHITECTURE
11 CHESTNUT STREET | SOUTH NORWALK CT | 203 838 5789

17 Chestnut	Enter address here	Level R4	1" = 20'-0"	4/25/2022 5:29:15 PM	A107