



COMMON COUNCIL

TO: MEMBERS, PLANNING COMMITTEE OF THE COMMON COUNCIL
FROM: REVEREND PHYLLIS BOLDEN, CHAIRWOMAN
DATE: JANUARY 29, 2009

RE: **MEETING NOTICE**

.....
The regularly scheduled meeting of the Planning Committee of the Common Council will be held on Thursday, February 5, 2009, at 7:00 pm, in Room 231, located on the Second Floor.
PLEASE NOTE THE TIME AND LOCATION.

**PLANNING COMMITTEE
FEBRUARY 5, 2009
7:00 P.M.**

A G E N D A

CALL TO ORDER

- I. PUBLIC PARTICIPATION
- II. BUSINESS
 - A. **BROWNFIELD MUNICIPAL PILOT GRANT PROGRAM**
 - 1. Authorize Mayor Moccia to execute all Documents and Resolutions in order to enter into Assistance Agreement with DECD
 - B. **INCENTIVE HOUSING ZONE**
 - 1. Authorize Mayor Moccia to execute all Documents and Resolutions in order to apply for and accept a Grant Award from OPM's program
 - C. **WEST AVENUE REDEVELOPMENT PROJECT**
 - 1. Approve Property Transfer – 16 & 18 Merwin Street
 - 2. Discussion of Waypointe Master Development Agreement
- III. OLD BUSINESS
- IV. NEW BUSINESS

ADJOURNMENT



CHAIRMAN
Paul L. Jones

COMMISSIONERS
Emil Albanese
Timothy G. Massad
Felix R. Serrano
Ellen Gamer Wink

EXECUTIVE DIRECTOR
Timothy T. Sheehan

NORWALK REDEVELOPMENT AGENCY

TO: MEMBERS, PLANNING COMMITTEE OF THE NORWALK COMMON COUNCIL

FROM: MICHAEL MOORE, SENIOR COMMUNITY DEVELOPMENT PROJECT MANAGER

DATE: JANUARY 29, 2009

RE: **AUTHORIZATION – ADMINISTRATION OF STATE OF CONNECTICUT BROWNFIELD MUNICIPAL PILOT GRANT AWARD**

Background

In the Summer 2008, the City of Norwalk successfully applied for a \$300,000 grant award from the State of Connecticut Office of Brownfield Remediation and Development's *Brownfield Municipal Pilot Program (Pilot Program)*. The purpose of the Pilot Program is to provide funding to real estate development projects that are complicated by the presence of environmental contamination. The Norwalk Redevelopment Agency (Agency), acting on behalf of the City of Norwalk, submitted an application for *Pilot Program* funds to facilitate remedial activities at the surface parking area serving the eastbound side of the South Norwalk Train Station (30 Monroe Street). This parking area represents an important element of the City's efforts (1) to convert the existing Train Station into an Intermodal Transit Facility and (2) to foster Transit-Oriented Development within a ½ mile radius of the Train Station. The Agency is currently undertaking the Phase I and II environmental assessments of this site; this information will help to identify the cost of remediation at this surface parking area. In the near future Agency staff will present the Common Council with those license agreements necessary to permit an environmental consultant to complete all grant funded activities.

Current Item

Agency staff now seeks authorization from the Norwalk Common Council permitting the Mayor to execute any and all documents necessary to contract for, including the attached Resolution, the *Pilot Program* grant award. Furthermore, the Agency seeks authorization permitting its Executive Director to complete all documentation necessary to administer the *Pilot Program* grant award.

Motion

Authorize Mayor Moccia to execute any and all documents, including the attached Resolution, in order to enter into an Assistance Agreement with the Connecticut Department of Economic and Community Development for \$300,000 in funding from the State of Connecticut's *Brownfield Municipal Pilot Program* for use in undertaking the South Norwalk Transit Remediation Project located at 30 Monroe Street. The Executive Director of the Norwalk Redevelopment Agency is authorized to prepare and execute all administrative documents and reports as required by the Assistance Agreement for this grant award.

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
STATE OF CONNECTICUT
(AN EQUAL OPPORTUNITY EMPLOYER)
CERTIFIED RESOLUTION OF THE GOVERNING BODY

I, _____, _____, certify that below is a true and correct copy of a
(Name of Official) (Title of Official)

resolution duly adopted by City of Norwalk, Connecticut
(Name of the Applicant)

at a meeting of its Common Council
(Governing Body)

duly convened on _____ and which has not been rescinded or modified in
(Meeting Date)

any way whatsoever and is at present in full force and effect.

(Date)

(Signature and Title of Official)

SEAL

WHEREAS, pursuant to C.G.S. Section 32-9cc
,
(State Statutory Reference)

the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and **WHEREAS**, it is desirable and in the public interest that the City of Norwalk, Connecticut make an application to the State for
(Applicant)

\$ 300,000.00 in order to undertake the South Norwalk Transit Remediation
(Name and Phase of Project)

and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE
Common Council of the City of Norwalk, Connecticut
(Governing Body)

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by
C.G.S. Section 32-9cc
(State Statutory Reference)
2. That the filing of an application for State financial assistance by
City of Norwalk, Connecticut
(Applicant)
in an amount not to exceed \$ 300,000.00 is hereby approved and that

Mayor Richard A. Moccia

(Title and Name of Authorized Official)

is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of

City of Norwalk, Connecticut

(Name of Applicant)

3. That it adopts or has adopted as its policy to support the following nondiscrimination agreements and warranties provided in subsection (a)(1) of Connecticut General Statutes sections 4a-60 and 4a-60a, respectively, as amended by Public Act 07-142, and for which purposes the "contractor" is City of Norwalk, Connecticut and "contract" is said Assistance Agreement:

(Name of Applicant)

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved.

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation.



NORWALK REDEVELOPMENT AGENCY

TO: MEMBERS, PLANNING COMMITTEE OF THE NORWALK COMMON COUNCIL

FROM: MICHAEL MOORE, SR. COMMUNITY DEVELOPMENT PROJECT MANAGER

DATE: JANUARY 29, 2009

RE: INCENTIVE HOUSING ZONE (I.H.Z.) - OPM GRANT AWARD

Overview

The Norwalk Redevelopment Agency is seeking the authorization permitting the City of Norwalk to apply to the State of Connecticut Office of Policy and Management in order to access a technical assistance grant that will assist in determining the feasibility of creating an Incentive Housing Zone in Norwalk.

Background

In 2007, a consortium of affordable housing stakeholders spurred by the *Partnership for Strong Communities*, a Hartford-based, non-profit advocacy group, and representing leaders in business, academia, government, law, and housing development successfully pursued passage of Public Act 07-04 by the Connecticut General Assembly. This legislation – commonly referred to as *The Connecticut Housing Program for Economic Growth (CT Housing Program)* – was crafted to encourage the production of additional affordable housing.

More specifically, the *CT Housing Program* offers financial incentives to those municipalities that establish *Incentive Housing Zones (IHZ)*, the sizes and locations of which the municipalities are free to determine. The creation of such zones must accommodate two conditions. First, municipalities must designate an area within the jurisdiction in which zoning regulations permit multi-family developments of 20 residential units per acre. If the designated area currently meets the 20 r.u./acre requirement the municipality must agree to increase density within the area by 25%. The percentage of affordable units within an *IHZ* is the second condition of such a zone. According to PA 07-04, 20% of the units within each residential development found within an *IHZ* must be affordable to residents earning at or below 80% of the Area Median Income.

Upon creating an *IHZ* municipalities are eligible to access multiple sources of funding. The municipality will receive a *Zoning Adoption Grant* of \$2,000 for each unit the municipality can build on developable land in the zone based on minimum as-of-right densities. Municipalities may also receive payments of \$2,000 for each building permit the municipality issues for housing within the *IHZ*. The State also makes available technical assistance grants to municipalities for use in retaining those professionals services needed to determine the feasibility of creating such a zone.

The challenge Norwalk faces in pursuing the creation of an *IHZ* is determining the location of such a zone. The City's zoning policies currently incorporate tenets of the *CT Housing Program*. Specifically these regulations have identified several multi-family zones that permit densities in excess of 20 r.u./acre. After consulting with representatives of Norwalk's Planning & Zoning Office and reviewing the City's existing redevelopment/urban renewal plans it appears the City's SoNo Station Design District (SSDD) zone, which encompasses the South Norwalk Train Station, is the most likely location for an *IHZ*. Two reasons drive this decision. First, much of the zoning and density requirements for Wall Street, Reed Putnam and West Avenue Corridor redevelopment projects have been identified. The planning inherent with the revitalization of the South Norwalk neighborhood – south of Washington Street – is now just beginning.

Secondly, the Agency has identified Transit-Oriented Development (TOD) as a strategy for revitalizing the South Norwalk neighborhood which surrounds the train station. Creating an IHZ overlaying the SSDD will help to foster the residential density that is a core tenet of successful TOD.

Motion

Authorize Mayor Moccia to execute any and all documents needed to apply for and accept a Technical Assistance Grant award from the State of Connecticut Office of Policy and Management for the purpose of analyzing the feasibility of creating an *Incentive Housing Zone* (per CGS 8-13(m-x)) in Norwalk. The Executive Director of the Norwalk Redevelopment Agency is authorized to prepare and execute all administrative documents and reports as required by the Assistance Agreement for any grant award resulting from this application.

Certified Resolution of the Legislative Body

(To be completed by the City or Town Clerk)

The Legislative Body of the Town/City of _____

met on _____ and adopted a resolution by the vote of

_____ to _____ which:

- (1) authorizes submission of the grant application under the Housing for Economic Growth Program referenced in section 8-13(m-x) of CGS; and
- (2) identifies, _____, as an individual authorized to sign the grant application and administer the grant. Such grant application is attached to and made a part of this record.

Attested to by:

Name: _____

Title: _____
(City/Town Clerk)

Date: _____

GRANT MONEY AVAILABLE THAT COULD HELP YOUR TOWN

The HOMEConnecticut statute was passed by the General Assembly and Governor in June. It is being implemented by the Office of Policy and Management (OPM) and Department of Economic and Community Development (DECD).

\$4 million is available for towns that wish to study the feasibility of creating additional mixed-income housing options for their residents and workers.

These funds can be used for a wide variety of planning and technical assistance needs: rewriting zoning codes, establishing design standards, surveying, mapping, environmental assessments and more.

**Using the funds from this program does not commit the municipality to establishing an Incentive Housing Zone or building housing.
These funds are to explore possibilities.**

After studying, towns may wish to create an overlay zone under this program that allows higher (but reasonable) density, mixed-income housing. Towns can choose the location, amount and design of new housing development. The program encourages development in sensible locations—downtowns or other job centers, brownfields, near transit—essentially where infrastructure exists and the housing will help.

By enacting the zone, the municipality would be eligible for further grants and incentives from the State.

**Over two dozen municipalities have already requested this funding from the State.
Your town can too.**

**Application is available at the OPM website
www.ct.gov/opm**

(Under "Featured Links" select "Responsible Growth".
Then select "Housing For Economic Growth Program")

*For more information or ideas on how
your community can use these new tools:*

HOMEConnecticut
Staffed by the Partnership for Strong Communities.
David Fink, Shelby Mertes or Christina Rubenstein
(860) 244-0066



www.homeconnecticut.org

HOMEConnecticut is an initiative of the Partnership for Strong Communities at the Lyceum, 227 Lawrence Street, Hartford, CT 06106. 860-244-0066.
www.ctpartnershiphousing.com



NORWALK REDEVELOPMENT AGENCY

TO: MEMBERS, PLANNING COMMITTEE OF THE COMMON COUNCIL
FROM: SUSAN SWEITZER, SENIOR PROJECT MANAGER
RE: 16 & 18 MERWIN STREET – APPROVAL OF PROPERTY TRANSFER
DATE: JANUARY 29, 2009

In July of this past year (2008) the Redevelopment Agency, acting through the Planning Committee sent to the Common Council the following item for approval:

Approve the public condemnation by the Redevelopment Agency of private property located at 16 & 18 Merwin Street located within the West Avenue Corridor Redevelopment Plan Area as granted pursuant to Public Act 07-141.

Pursuant to the Redevelopment Plan, the property that was to be condemned would be subsequently transferred to the Redeveloper and incorporated into the Redevelopment Plan area. The condemnation process is now completed. Therefore, we hope to transfer the property from the City to the Redeveloper in order for progress on the Project to proceed.

ACTION REQUESTED: Review and approve the proposed transfer of City owned property located at numbers 16 and 18 Merwin Street - with the property to be conveyed to 16-18 Merwin Street, LLC, pursuant to the West Avenue Corridor Redevelopment Plan.

MDA EXHIBIT LIST:

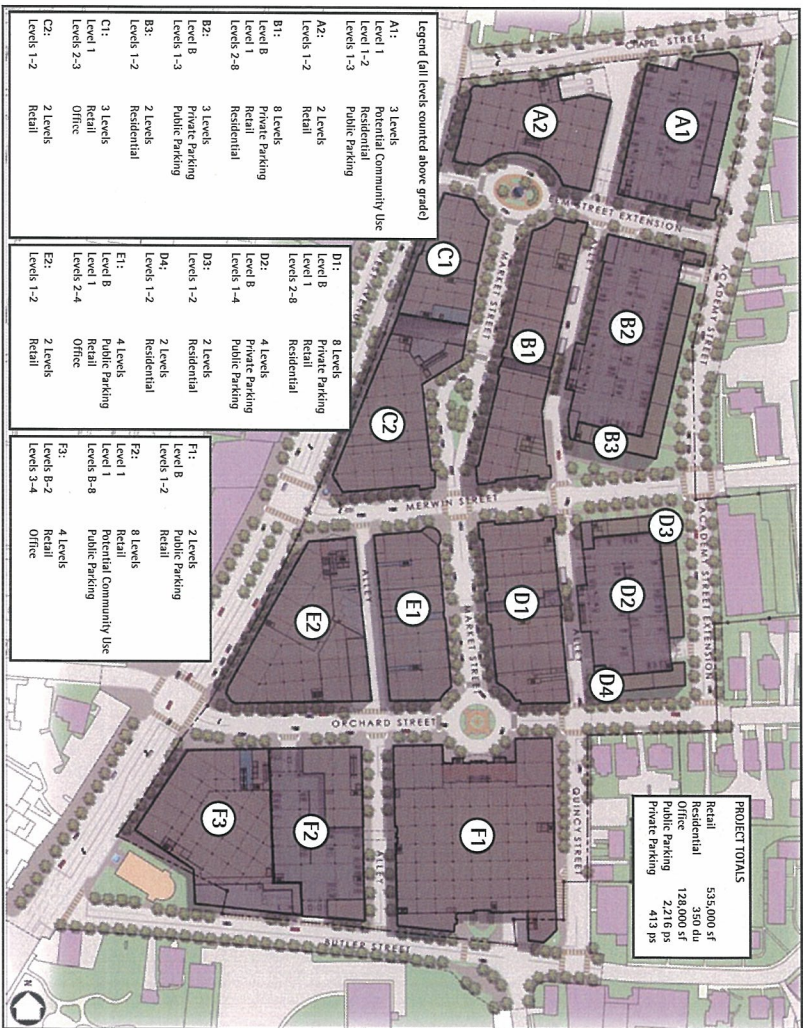
Status as of January 27, 2009

- A: MASTER SITE PLAN -
- B: **BOND RESOLUTION - Draft transmitted 12.9.08**
- C: SSD ORDINANCE – Draft dated 1.12.09
- D. MAINTENANCE SKETCH – Areas of maintenance responsibility
(public/private) completed
- E. LIST OF APPRAISERS
- F. FORM OF COMPLETION NOTICE
- G. CONSTRUCTION SCHEDULE
- H. MERCHANDISING PLAN - Draft
- I. FORM OF CONTROLLED REVENUE LOT LICENSE AGREEMENT –
Review by City Risk Manager Completed
- J. PUBLIC IMPROVEMENTS BUDGET
- K. SKETCH OF REDEVELOPER PROPERTY, CONTRACT PROPERTY,
OTHER
- L. INTENTIONALLY DELETED
- M. FORM OF SSD PARKING FACILITIES LICENSE/SERVICES AGREEMENT
Draft dated 12.08.08
- N. **MAP OF SSD BOUNDARIES – need revised**
- O. MAP OF SITE IMPROVEMENTS AND PUBLIC GARAGE AREAS
- P. PUBLIC IMPROVEMENTS TRANSFER REQUIREMENTS
- Q. FORM OF BILL OF SALE AND GENERAL ASSIGNMENT (Public Garages)
- Q1 FORM OF BILL OF SALE AND GENERAL ASSIGNMENT (Site
Improvements)
- R. DEVELOPER INSURANCE REQUIREMENTS
- S. INTENTIONALLY DELETED
- T. LIST OF INITIAL PLANS
- U. LIST OF GENERAL CONTRACTORS AND CONSTRUCTION MANAGER
CONSTRUCTORS
- V. FORM OF CERTIFICATE OF COMPLETION
- W. PUBLIC GARAGE MAINTENANCE STANDARDS
- W1. MAINTENANCE SCHEDULE
- W2. GENERAL PROCEDURES MAINTENANCE OPERATIONS
- W3 DAILY/WEEKLY FACILITY INSPECTION
- W4 MONTHLY HAZARD EVALUATION CHECKLIST
- W5. FACILITY SAFETY PROGRAM ASSESSMENT CHECKLIST
- X. LIST OF LEP FIRMS
- Y. LIST OF ACQUISITION PROPERTY AS OF THE DATE OF THE
AGREEMENT
- Z. DISCLOSED LEGAL PROCEEDINGS
- AA. MAP OF STREETS TO BE ABANDONED, DISCONTINUED, REALIGNED
OR RECONFIGURED
- BB. REDEVELOPER OWNERSHIP CHART
- CC. TITLE EXCEPTIONS
- DD. MINIMUM RENTABLE SQUARE FOOTAGES BY USE

- EE. CONDOMINIUM TERM SHEET
- FF. STAFFING
- GG. OUTDOOR DINING ORDINANCE – Dated 5.5.08
- HH. SITE IMPROVEMENTS MAINTENANCE STANDARDS
- II. CITY TRAFFIC IMPROVEMENTS
- JJ. FORM OF MAINTENANCE BOND
- KK. WEST AVENUE RELOCATION PLAN
- LL. CHAPTER 73A PARKING AUTHORITY AMENDMENT

EXHIBIT A

**MASTER SITE PLAN
November 17, 2008**



WEST AVENUE REDEVELOPMENT

Building Area Summary

	Retail	Residential - Condominium	Residential - Condominium	Residential - Apartment	Residential - Apartment	Professional Office*	Medical Office	Hotel	Structured Parking
	GSF	DU	GSF	DU	GSF	GSF	GSF	GSF	PS
Totals:	538,485	171	273,460	179	174,400	92,050	35,950	0	2,629
Block A	58,545	3	3,585	0	0	0	0	0	336
Block B	29,156	154	269,875	0	0	0	0	0	660
Block C	78,760	0	0	0	0	15,980	0	0	0
Block D	28,623	14	0	179	174,400	0	0	0	482
Block E	96,574	0	0	0	0	76,070	0	0	114
Block F	246,827	0	0	0	0	0	35,950	0	1,037

Residential Summary

TH Units		
1 Bedroom		31
2 Bedroom		219
Other		100
		0
		350

Parking Summary

	Below			817
	Above			1,812
	Misc			0
	On Street			183
				2,812

11/17/2008

PRIVATE CONFIDENTIAL

Program Summary

	Public			2,399
	Private			413

EXHIBIT A

PUBLIC GARAGES

[The Public Garages located on Blocks A, B, D, E and F, as shown on the Master Site Plan.]

EXHIBIT B

BOND RESOLUTION

Not available at this time.

EXHIBIT C

FORM OF SSD ORDINANCE

An Ordinance Establishing the Waypointe Special Services District¹

WHEREAS, The Norwalk Redevelopment Agency has caused to be prepared a redevelopment plan entitled “West Avenue Corridor Redevelopment Plan”, dated Spring 2006, (the “Redevelopment Plan”) for the purposes of eliminating blight, which includes Plan Area B, a 19.8 acre site intended to become a destination for retail shopping, dining, residential, commercial and other activities; and

WHEREAS, implementation of the Redevelopment Plan and development of the Plan Area B site are important elements in reversing the area’s deteriorating condition and advancing Norwalk’s sound growth; and

WHEREAS, the establishment of a special services district within Plan Area B will enable portions of the land area affected by the Redevelopment Plan to develop programs, public improvements and opportunities which will benefit all of Norwalk indirectly; and

WHEREAS, the Council hereby determines that the establishment of such special services district will promote the economic and general welfare of the citizens and property owners of the City both within and without such district through the preservation, enhancement, protection and development of the economic health of the City.

NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF NORWALK THAT Chapter [] of The Code of the City of Norwalk is hereby amended by the addition of the following Article [] thereto;

(New) Article [], Waypointe Special Services District

(New) § [1-1]. Establishment of District. Purpose. Boundaries.

- A. Pursuant to Chapter 105a of the Connecticut General Statutes, as the sections contained therein may be amended or recodified from time to time, there is hereby established a special services district to be known as the Waypointe Special Services District. The purpose of the Waypointe Special Services District shall be to promote the economic and general welfare of the citizens and property owners of Norwalk both within and without such district through the preservation, enhancement, protection and development of the economic health and vitality of the Waypointe area.
- B. The initial boundaries of the Waypointe Special Services District are hereby established as shown on the map entitled “[Waypointe] Special Services District Scale 1” = 40’ Date: _____” prepared by Langan Engineering & Environmental Services, which map is attached to and is hereby made a part of this Article [] and shall be recorded upon

¹ The actual name of the Special Services District may be changed before the SSD Ordinance is voted upon, pursuant to agreement of the Finance Director, the Agency’s Authorized Representative and the Redeveloper (as defined in the Master Development Agreement); if the name is changed, corresponding changes will be made throughout this Ordinance.

the land records of the City of Norwalk. Said boundaries may be expanded solely in accordance with the procedure set forth in § [1-10] of this Article [].

- C. For taxing purposes, there are hereby established within the District the following categories of land use (each a "Land Use Category"): Commercial Land Use, Commercial Apartments Land Use, Municipal Land Use, Office Land Use and Residential Land Use. All real estate within the District shall be classified within one of these Land Use Categories in accord with the definitions of those classifications set forth in § [1-2] of this Article [].

(New) § [1-2]. Definitions.

The following words, terms and phrases, as used in this Article [], shall have the meanings ascribed to them in this § [1-2], except as otherwise provided herein or where the context clearly indicates a different meaning:

Approved shall mean, with respect to floor area within a Land Use Category, any area for which all legal preconditions to the application for a building permit have been satisfied.

Assessed Value for each Fiscal Year shall be the assessed value of the applicable Real Estate shown on the grand list of the City of Norwalk effective on October 1 of the prior year.

Board of Commissioners or *Board* shall be the Board of Commissioners established pursuant to § [1-5] of this Article [].

Bonds means the one or more series of bonds to be issued by the City of Norwalk pursuant to the West Avenue Corridor Public Improvements Bond Resolution.

Bond Maturity Date means the final maturity date of any Bonds issued under the West Avenue Corridor Public Improvements Bond Resolution.

City shall mean the City of Norwalk, Connecticut.

Commercial Land Use shall refer to any Property other than a Commercial Apartments Land Use, a Municipal Land Use, an Office Land Use or a Residential Land Use.

Commercial Apartments Land Use shall refer to that portion of any Property which is categorized by the Tax Assessor, for property tax purposes, as commercial property containing more than four (4) residential units.

Commissioner shall be any member of the Board of Commissioners.

Common Area shall mean any area within a building which is available to more than one owner, tenant, occupant or patron of said building for their common use, including, but not limited to hallways, lobbies, storage areas and loading docks.

District shall be the Waypointe Special Services District described in § [1-1] of this Article [].

Fiscal Year shall be the fiscal year of the District as established in § [1-6]A of this Article [].

Land Use Category shall mean, as the context indicates, one or more of the categories of land use constituting Commercial Land Use, Commercial Apartments Land Use, Office Land Use, Residential Land Use, or Municipal Land Use.

Master Development Agreement means the Master Development Agreement entered or to be entered into by and among the City, the Norwalk Redevelopment Agency and [Waypointe LLC]², or approved successors or assigns of [Waypointe LLC].

Member shall be a Property Owner, as defined herein.

Municipal Land Use shall refer to any Property owned by the District or that portion of any Property which is categorized by the Tax Assessor, for property tax purposes, as municipal property exempt from taxation pursuant to Section 12-81(4) of the Connecticut General Statutes, as that section may be amended or recodified from time to time and, for purposes of this Ordinance, shall also include all public street rights of way located within the District.

Office Land Use shall refer to that portion of any Property which is categorized by the Tax Assessor, for property tax purposes, as any type or category of office use. For purposes of this Article [], medical offices or any facilities associated or affiliated with a hospital or healthcare facility shall be classified as an Office Land Use.

Ordinance shall refer to this ordinance entitled, “An Ordinance Establishing the Waypointe Special Services District.”

Original Property Owner shall refer to a Property Owner entitled to participate in the referendum to be held pursuant to § [1-4] of this Article.

Parking Facilities shall mean the public parking garages, public parking meters and public parking pay stations located within the District and licensed to the District under the SSD Parking Facilities License/Services Agreement.

Property shall be real property within the District which is identified in the tax records of the City as a parcel of land and/or building, or which constitutes an individual condominium unit, planned community unit or separately taxable common element as shown on the records of the City’s Tax Assessor.

Property Owner shall be the individual, corporation, partnership, limited liability company, unincorporated association, trustee, fiduciary, guardian, conservator, or other legal entity or any combination thereof in whose name(s) the title to a Taxable Interest in Real Estate stands on the land records of the City.

² The name of the entity to enter into the Master Development Agreement as the Redeveloper may change before execution of the Master Development Agreement, and will be selected by Stanley M. Seligson Properties

Public Improvements shall refer to those areas and objects within the boundaries of the District which are owned, administered, managed or operated by the District and which are available to the public for recreational or other public purposes or located within street rights-of-way including, but not limited to public parking facilities, parks, playgrounds, squares, plazas, decorative improvements, retaining walls, flag poles, fences, fountains, sidewalks, street lights, sprinklers, trees, gardens, landscaping, street amenities, benches and similar features.

Public Improvements Closing shall have the meaning ascribed to such term under the Master Development Agreement.

Real Estate shall refer to that Property constituting real estate for purposes of the compilation of the grand list of the City as set out in Section 12-64 of the Connecticut General Statutes, as that section may be amended or recodified from time to time, and located within the boundaries of the District as established pursuant to § [1-4] of this Article [], as those boundaries may be amended from time to time in accord with the procedures set forth in § [1-10] of this Article [] or, following the dissolution of the District, as located within the boundaries of the District at its dissolution.

Residential Land Use shall refer to that portion of any Property which is categorized by the Tax Assessor, for property tax purposes, as any category of residential use.

SSD Expansion Area means the real property identified as “SSD Expansion Area” on that certain map entitled “[Waypointe] Special Services District Expansion Area Scale 1” = 40’ Date: _____” prepared by Langan Engineering & Environmental Services, which map is attached to and is hereby made a part of this Article [] and shall be recorded upon the land records of the City of Norwalk.

SSD Parking Facilities License/Services Agreement has the meaning set forth in the Master Development Agreement.

SSD Revenues Deficiency means the amount by which the debt service payable under the Bonds (excluding default interest, late payment fees, and expenses related to termination or extension of any interest rate swap agreement, contract to manage interest rate risk, including interest rate caps, options, puts, call or similar arrangements, or such other agreements permitted by the Connecticut General Statutes, as amended, with one or more counterparties as swap provider, related to the Bonds or the debt service payable thereunder) exceeds the sum of (i) the gross income from the Parking Facilities collected on or before the Bond Maturity Date of the Bonds, (ii) the amount of the special taxes levied by the City under this Article [] at the recommendation of the Board of Commissioners of the District from and after the Public Improvements Closing and through the Bond Maturity Date of the Bonds, (iii) all earnings accrued on the enterprise fund maintained for the District in accordance with the terms of this Article [], and (iv) all amounts deposited in any debt service reserve or other reserve established with respect to the Bonds and all earnings accrued thereon.

Taxable Interest in Real Estate shall refer to an interest in Real Estate which: (1) is not exempt from property taxes levied by the City pursuant to the provisions of the Connecticut General Statutes or (2) is not being constructed or reconstructed pursuant to a contract with the City

obligating the City to acquire such Real Estate. For purposes of the levy to be implemented pursuant to this Article [] and notwithstanding anything to the contrary contained herein, from and after the consummation of the Public Improvements Closing, all improvements which have been theretofore Approved for a Commercial Land Use, a Commercial Apartments Land Use, an Office Land Use or a Residential Land Use shall be deemed Taxable Interests in Real Estate within such respective Land Use category in accordance with the Approved gross floor area as of such date, irrespective of whether a certificate of occupancy or temporary certificate of occupancy has been issued therefor or actual occupancy thereof or thereafter.

West Avenue Corridor Public Improvements Bond Resolution means the resolution entitled, “[Resolution Of The City Of Norwalk Making Appropriations for the Acquisition of Certain Public Improvements Related to the West Avenue Corridor (Waypointe) Project and Authorizing the Issuance of General Obligation Bonds or Revenue Bonds of the City to Meet Said Appropriations” adopted by the Common Council of the City of Norwalk on [], 2009].

(New) § [1-3]. Powers of Waypointe Special Services District

Pursuant to Section 7-339n of the Connecticut General Statutes, as that section may be amended or recodified from time to time, the Waypointe Special Services District shall constitute a body politic and corporate and shall have the following powers:

- (1) to sue and be sued;
- (2) to acquire, hold and convey any estate, real or personal;
- (3) to contract;
- (4) to recommend to the Common Council of the City the imposition of a levy upon all Taxable Interests in Real Estate within the District, the revenues from which may be used in carrying out any of the powers of the District;
- (5) to construct, own, operate, administer and maintain such public or common improvements as the City may license to the District by contract from time to time, including, without limitation, the authority to administer, regulate and charge fees for the non-municipal use of those public street rights of way now or hereinafter acquired by the City which are located within the District notwithstanding any other provisions in this Code of Ordinances to the contrary and;
- (6) to provide, within the District, some or all of the other services which the City is authorized to provide therein;
- (7) to construct, acquire, or obtain leasehold interests in motor vehicle parking facilities, within the District;
- (8) to operate a motor vehicle parking facility or facilities within the District;
- (9) to lease or sublease to other parties motor vehicle parking facilities;

- (10) to enter into, fund and perform agreements which reduce the cost of motor vehicle parking to residents of the District and to employees of, and those doing business with, businesses located within the District.

Commencing with the earlier to occur of the final maturity date for the series of Bonds last to mature issued by the City pursuant to the West Avenue Corridor Public Improvements Bond Resolution and the payment in full of such Bonds, the powers of the District shall be exercised only to the extent which is reasonably necessary: (a) if and to the extent that an SSD Revenues Deficiency exists, to impose the levies provided for and subject to the limitations set forth herein for such time period as is necessary for the aggregate amount of the levies assessed during such time period to equal the amount of any SSD Revenues Deficiency related to such Bonds, and (b) following the time period described in the preceding subparagraph (a), to maintain, repair, replenish or refurbish, or to replace substantially in kind (which terms shall be construed to exclude street plowing and/or street repairs or reconstruction to the level of service otherwise generally provided elsewhere by the City, but shall be construed to include the cost of public safety services directly allocable to proper management of the Public Improvements), the Public Improvements then in existence within the District, exclusive of any Parking Facilities contained therein or appurtenances thereto, and the levy recommended by the Board shall be limited to such amount as is required to exercise those limited powers.

(New) § [1-4]. Referenda; Effective Date

- A. The provisions of this Article [] shall take effect upon the adoption by the Common Council of this Ordinance.
- B. Within sixty (60) days of the adoption by the Common Council of this Ordinance, a referendum shall be held among all holders of record of Taxable Interests in Real Property within each of the Commercial Land Use, Commercial Apartments Land Use, Office Land Use and Residential Land Use Categories in the District on the question of whether this Article [] shall take effect. The [Town Clerk] shall determine the identity of such holders in the City land records and shall give notice of the referendum to such holders. The referendum shall be held by [certified] mail.
- C. The referendum question shall appear on a ballot created by the [Town Clerk]. Each ballot shall be accompanied by a copy of the Ordinance from which this Article [] is derived and a letter explaining how the ballot is to be cast and identifying the date and time by which the completed ballot must be received by the [Town Clerk]. Each ballot shall be signed by the Property Owner or the duly authorized representative of said owner. The signature of any person signing a ballot in his or her capacity as the duly authorized representative of any owner shall also attest to his or her authority to sign said ballot under penalties of false statement.
- D. In addition to the referendum question, the ballot shall contain an identification of each Property owned by the Property Owner within the District, the Assessed Value of said Property as shown in the City's Grand List as of the first day of October last preceding preparation of the ballot and the allocation of such Assessed Value to each of the Land Use Categories established in § [1-1]C of this Article []. The [Town Clerk] shall

prepare and shall post in the [Town Clerk]'s office, prior to the mailing of said ballots, a list of the Property Owners within the District, the Assessed Value of each Property located within the District and the allocation of such Assessed Value to each of the Land Use Categories established in § [1-1]C of this Article [_____].

- E. The ballot shall be mailed by certified mail to the address used by the City's Tax [Assessor] for tax purposes not later than [thirty-five (35)] days following adoption of this Ordinance. The ballots must be returned to the [Town Clerk] not later than 4:30 p.m. on the twenty-first day after the initial mailing.
- F. Each Property Owner shall be entitled to cast one ballot for each Property which they own within the District, which will be so counted in each referendum of the Commercial Land Use Category, the Commercial Apartments Land Use Category, the Office Land Use Category and the Residential Land Use Category, as may be applicable to such Property, in determining whether the necessary majority of Property Owners within each of the Commercial Land Use, Commercial Apartments Land Use, Office Land Use and Residential Land Use Categories have voted in favor of the creation of the proposed district. For the purposes of this section:
 - (1) Any tenant in common of any freehold interest in Property shall have a vote equal to their fractional ownership interest therein.
 - (2) All joint tenants of any freehold interest in Property shall have a vote representing an equal fractional ownership interest therein.
 - (3) A corporation shall have its vote cast by the chief executive officer of such corporation or his designee.
 - (4) A limited partnership, limited liability company or other similar legal entity which is authorized at law to take legal action in its own name shall have its vote cast by an authorized agent thereof, whose authority to vote shall be noted on the ballot executed on behalf of the entity in question.
 - (5) No Property Owner shall have more than one vote for each Property owned.
 - (6) Any Property Owner may authorize an agent to vote on its behalf by executing an affidavit evidencing such authorization. A copy of any such affidavit shall be appended to the ballot which is executed by the authorized agent and delivered to the [Town Clerk].
- G. The [Town Clerk] shall supervise the referendum and shall certify the results of the referendum. The referendum shall comply, to the extent applicable and practicable, with Chapter 145 (Absentee Voting) and Chapter 152 (Referenda) of the Connecticut General Statutes, except as Chapter 105a of the Connecticut General Statutes and the terms of this Article [_____] may otherwise permit or direct.
- H. The referendum shall be approved if, within each of the Commercial Land Use Category, the Commercial Apartments Land Use Category, the Office Land Use Category, and the

Residential Land Use Category, a majority of the Property Owners in each such Land Use Category shall respond affirmatively and further provided that Property Owners in each such Land Use Category the assessments of which shall constitute more than one-half of the total of assessments for all Taxable Interests in Real Property within each such Land Use Category shall respond affirmatively.

- I. No ordinance amending or repealing any of the provisions of this Article [] shall be effective unless approved by the Property Owners within each of the Land Use Categories by referendum conducted, and the outcome determined, in the same manner as the referendum establishing the District described in this § [1-4].

(New) § [1-5]. Board of Commissioners of District.

- A. There shall be established a Board of Commissioners consisting of seven (7) voting members. In addition, the Finance Director for the City shall sit as *ex officio* nonvoting members of the Board. The voting members shall be selected in the following manner:
- (1) Following the City elections held pursuant to City Charter, [Section/Article], the following individuals shall serve as voting members of the Board for terms coterminous with their elective terms: (i) the Mayor of the City, (ii) the President of the Common Council, (iii) the Majority Leader of the Common Council and (iv) the Minority Leader of the Common Council. Additionally, the Chairperson of the Board of Estimate and Taxation or his designee shall serve as a voting member of the Board of Commissioners for a term coterminous with the appointive term of said Chairperson. The individuals holding those offices upon the effective date of this Article [] shall serve as voting members of the Board for the remainder of their current elective or appointive terms.
 - (2) Within thirty (30) days following the referendum creating the District, the City Clerk shall call a special meeting of the Members to elect those voting members of the Board who remain to be elected in accordance with § [1-5]A(3)(a) and [1-5]A(3)(b). Said election shall be held in the manner described in § [1-5]A(4).
 - (3) Two (2) additional voting members of the Board and two (2) alternate voting members of the Board shall be elected as follows:
 - (a) One voting member of the Board and one alternate voting member of the Board shall be a Property Owner whose Property constitutes a Commercial Land Use for purposes of this Article [].
 - (b) One voting member of the Board and one alternate voting member of the Board shall be a Property Owner whose Property constitutes Commercial Land Use, Commercial Apartments Land Use, Office Land Use or Residential Land Use for purposes of this Article [].
 - (c) If no Property in the District falls into the Commercial Land Use category set forth in § [1-5]A(3)(a) above, the voting member and alternate voting member to represent Property Owners shall be a Property Owner whose Property

constitutes an Office Land Use for purposes of this Article [] and the positions of those representative members shall remain Property Owners whose Property constitutes an Office Land Use until the next annual general meeting following the date on which Property within the Commercial Land Use category comes into existence within the District. At such annual general meeting, the successor voting member and alternate voting member shall be chosen in accord with § [1-5]A(3)(a) above and shall hold such positions of voting member and alternate voting member until the next annual general meeting election in an [even numbered] year.

- (4) Following the initial election of voting members of the Board described in § [1-5]A(2) above, the voting members of the Board to be elected pursuant to § [1-5]A(3) shall be elected by a plurality vote of Members present and voting at the annual general meeting of the District described in § [1-5]G(3) below of each [even numbered] year. Nominations for candidates for election to the Board shall be made at the time of the annual general meeting. Each Property Owner of Property that includes a Commercial Land Use shall be entitled to cast one vote for the member to be elected pursuant to § [1-5]A(3)(a) above. Each Property Owner of Property that includes a Commercial Land Use, Commercial Apartment Land Use, Office Land Use or Residential Land Use shall be entitled to cast one vote for the member to be elected pursuant to § [1-5]A(3)(b) above. The candidate in each Land Use Category described in §§ [1-5]A(3)(a) and [1-5]A(3)(b) above receiving the highest total vote count shall be elected as a voting member of the Board. The candidate with second highest total vote count in each Land Use Category shall be elected as an alternate voting member of the Board, or, if there is no such candidate, the voting member of the Board elected to represent such category shall promptly appoint an alternate voting member of the Board from among the other Members within the respective Land Use Categories.
- (5) The term of each voting member elected pursuant to §§ [1-5]A(3)(a) and [1-5]A(3)(b) above shall commence on the date of the annual general meeting of the Members of the District to elect said voting members of the Board. Each voting member and alternate voting member shall continue to serve respectively as a voting member or alternate voting member until a successor is elected and qualified.
- (6) If any voting member elected pursuant to §§ [1-5]A(3)(a) and [1-5]A(3)(b) above shall for any reason cease to serve as such prior to the end of such voting member's current term, the alternate voting member representing that Land Use Category shall fill the remainder of the term. If any alternate voting member elected pursuant to §§ [1-5]A(3)(a) and [1-5]A(3)(b) above shall for any reason cease to serve as such prior to the end of such alternate voting member's current term, the voting member representing that Land Use Category shall appoint a new alternate voting member from among the Members of that Land Use Category to fill the remainder of the term. If any voting member elected pursuant to §§ [1-5]A(3)(a) and [1-5]A(3)(b) above is absent from a meeting of the Board, his or her respective

alternate voting member may act at said meeting in the stead of the respective voting member.

- B. Notwithstanding anything to the contrary contained in §[1-5]A, after the payment in full of the Bonds and the payment to the City of its portion of any surplus pursuant to §[1-6]H of this Article [____], the Board of Commissioners shall consist of five (5) voting members. The voting members shall be selected in the following manner:
- (1) Within sixty days after the payment in full of the Bonds and the payment to the City of its portion of any surplus pursuant to §[1-6]H of this Article [____], the City Clerk shall call a special meeting of the Members to elect a replacement Board consisting from that date forward of five (5) voting members to be elected in accordance with §§ [1-5]B(2)(a), [1-5]B(2)(b), [1-5]B(2)(c) and [1-5]B(2)(d). Said election shall be held in the manner described in § [1-5]B(3).
 - (2) Five (5) voting members of the Board and five (5) alternate voting members of the Board shall be elected as follows:
 - (a) Two voting members of the Board and two alternate voting members of the Board shall be a Property Owner whose Property constitutes Commercial Land Use for purposes of this Article [____].
 - (b) One voting member of the Board and one alternate voting member of the Board shall be a Property Owner whose Property constitutes Commercial Apartments Land Use for purposes of this Article [____].
 - (c) One voting member of the Board and one alternate voting member of the Board shall be a Property Owner whose Property constitutes Residential Land Use for purposes of this Article [____].
 - (d) One voting member of the Board and one alternate voting member of the Board shall be a Property Owner whose Property constitutes Office Land Use for purposes of this Article [____].
 - (e) If no Property in the District falls into the Commercial Land Use category set forth in § [1-5]B(2)(a) above, the two voting members and alternate voting members to represent Property Owners shall be Property Owners whose Property constitutes an Office Land Use for purposes of this Article [____] and the positions of those representative members shall remain Property Owners whose Property constitutes such Office Land Use until the next annual general meeting following the date on which Property within the Commercial Land Use category comes into existence within the District. At such annual general meeting, the two successor voting members and alternate voting members shall be chosen in accord with § [1-5]B(2)(a) above and shall hold such positions of voting members and alternate voting members until the next annual general meeting election in an even numbered year.

- (f) If no Property in the District falls into the Commercial Apartments Land Use category set forth in § [1-5]B(2)(b) above, the voting member and alternate voting member to represent Property Owners shall be a Property Owner whose Property constitutes a Commercial Land Use for purposes of this Article [] and the positions of those representative members shall remain Property Owners whose Property constitutes such Commercial Land Use until the next annual general meeting following the date on which Property within the Commercial Apartments Land Use category comes into existence within the District. At such annual general meeting, the successor voting member and alternate voting member shall be chosen in accord with § [1-5]B(2)(b) above and shall hold such positions of voting member and alternate voting member until the next annual general meeting election in an even numbered year.
 - (g) If no Property in the District falls into the Residential Land Use category set forth in § [1-5]B(2)(c) above, the voting member and alternate voting member to represent Property Owners shall be a Property Owner whose Property constitutes a Commercial Land Use for purposes of this Article [] and the positions of those representative members shall remain Property Owners whose Property constitutes such Commercial Land Use until the next annual general meeting following the date on which Property within the Residential Land Use category comes into existence within the District. At such annual general meeting, the successor voting member and alternate voting member shall be chosen in accord with § [1-5]B(2)(c) above and shall hold such positions of voting member and alternate voting member until the next annual general meeting election in an even numbered year.
 - (h) If no Property in the District falls into the Office Land Use category set forth in § [1-5]B(2)(d) above, the voting member and alternate voting member to represent Property Owners shall be a Property Owner whose Property constitutes a Commercial Land Use for purposes of this Article [] and the positions of those representative members shall remain Property Owners whose Property constitutes such Commercial Land Use until the next annual general meeting following the date on which Property within the Office Land Use category comes into existence within the District. At such annual general meeting, the successor voting member and alternate voting member shall be chosen in accord with § [1-5]B(2)(d) above and shall hold such positions of voting member and alternate voting member until the next annual general meeting election in an even numbered year.
- (3) Following the initial election of voting members of the Board described in § [1-5]B(2) above, the voting members of the Board to be elected pursuant to § [1-5]B(2) shall be elected by a plurality vote of Members present and voting at the annual general meeting of the District described in § [1-5]G(3) below of each even numbered year. Nominations for candidates for election to the Board shall be made at the time of the annual general meeting. Each Property Owner of Property that includes a Commercial Land Use shall be entitled to cast one vote for each of the

two (2) members to be elected pursuant to § [1-5]B(2)(a) above. Each Property Owner of Property that includes a Commercial Apartments Land Use shall be entitled to cast one vote for the member to be elected pursuant to § [1-5]B(2)(b) above. Each Property Owner of Property that includes a Residential Land Use shall be entitled to cast one vote for the member to be elected pursuant to § [1-5]B(2)(c) above. Each Property Owner of Property that includes an Office Land Use shall be entitled to cast one vote for the member to be elected pursuant to § [1-5]B(2)(d) above. Each candidate with the highest total vote count in the member elections held with respect to the Land Use Category described in §[1-5]B(2)(a) shall be elected as a voting member of the Board. Each candidate with the second highest total vote count in the member elections held with respect to the Land Use Category described in §[1-5]B(2)(a) shall be elected as an alternate voting member of the Board, or, if there is no such candidate, the voting member of the Board elected in such election to represent such category shall promptly elect one alternate voting member of the Board from among the other Members within such Land Use Category. The candidate in each Land Use Category described in §§ [1-5]B(2)(b), [1-5]B(2)(c), and [1-5]B(2)(d) receiving the highest total vote count in such category shall be elected as a voting member of the Board. The candidate with the second highest total vote count in each such category shall be elected as an alternate voting member of the Board, or, if there is no such candidate, the voting member of the Board elected to represent such category shall promptly appoint an alternate voting member of the Board from among the other Members within the respective Land Use Category.

- (3) The term of each voting member elected pursuant to §§ [1-5]B(2) above shall commence on the date of the special meeting or annual general meeting, as applicable, of the Members of the District to elect said voting members of the Board. Each voting member and alternate voting member shall continue to serve respectively as a voting member or alternate voting member until a successor is elected and qualified.
- (4) If any voting member elected pursuant to § [1-5]B(2) above shall for any reason cease to serve as such prior to the end of such voting member's current term, the applicable alternate voting member representing that Land Use Category shall fill the remainder of the term. If any alternate voting member elected pursuant to § [1-5]B(2) above shall for any reason cease to serve as such prior to the end of such alternate voting member's current term, the applicable voting member representing that Land Use Category shall appoint a new alternate voting member from among the Members of that Land Use Category to fill the remainder of the term. If any voting member elected pursuant to §[1-5]B(2) above is absent from a meeting of the Board, his or her respective alternate voting member may act at said meeting in the stead of the respective voting member.

- C. The Board of Commissioners shall be the executive body governing the day to day operations of the District. Unless and until the Board is reconstituted pursuant to §[1-5]B, a quorum of the Board shall consist of four (4) voting members with at least three (3) voting members being appointed in accordance with § [1-5]A(1) above and

actions of the Board shall be taken by a majority vote of those present and voting at any meeting where a quorum is present. From and after the date, if any, on which the Board is reconstituted pursuant to §[1-5]B, a quorum of the Board shall consist of three (3) voting members and actions of the Board shall be taken by a majority vote of those present and voting at any meeting where a quorum is present. The Board shall make administrative decisions and establish or interpret policies of the District which are consistent with the purpose, intent and powers of the District. The Board may designate such agents, including, but not limited to, a District manager and a District clerk, as it deems necessary and advisable to act on its behalf in the conduct of the business of the Board.

- D. The Board of Commissioners may hire such staff or consultants considered necessary to perform the duties and carry out the obligations of the District as approved in the annual budget and may contract with the City, the Norwalk Parking Authority or any agency, authority or body created by the City to provide such services as it deems advisable.
- E. The Board of Commissioners shall elect officers, the positions to be determined at the first business meeting of the Board after the District is created and incorporated into the bylaws when written.
- F. No Commissioner shall receive any compensation for service as such, but may be reimbursed for reasonable expenses incurred on behalf of the District as determined and approved by the Board.
- G. Meetings:
 - (1) The Board of Commissioners shall establish a regular schedule of meetings and provide notice of its regular meetings, including dates, times, and places for said meetings in accord with the provisions of the Freedom of Information Act, Chapter 14 of the Connecticut General Statutes, as that Act may be amended or recodified from time to time (the "FOIA").
 - (2) The Board of Commissioners may call special meetings from time to time as necessary to conduct the business of the District. The Board of Commissioners shall provide notice of the special meeting setting forth the date, time, place and subject matter of the meeting in accordance with the FOIA.
 - (3) There shall be at least one annual general meeting of Members to review the activities of the District and to conduct District elections when appropriate. Said meeting shall be held on the [first Tuesday following the first Monday in January], provided that if such day falls upon a holiday, such meeting shall be held on the next [Tuesday] thereafter. The [Town Clerk] shall warn the annual general meeting of Members by publishing a notice thereof in a newspaper having a general circulation in the City not less than ten (10) days prior to the date of said meeting. Said meeting shall be conducted in conformance with the provisions of Mason's Manual.

(New) § [1-6]. Annual Budget and Tax Levy for the District; Financial Reports; Audit.

- A. The Fiscal Year of the District shall begin on the first day of July and shall end on the last day of June of each calendar year. The first Fiscal Year of the District shall commence on July 1 of the year in which the Public Improvements Closing occurs.
- B. The Board of Commissioners shall prepare and adopt the first annual budget for the District on or before the date of the Public Improvements Closing and annually thereafter. The budget shall include proposed expenditures, revenues and a recommended tax levy for the District. The procedures set forth in § [1-6]C shall not apply to the adoption of the first annual budget, but said procedures shall serve to guide the Board of Commissioners in the process which it establishes for the adoption of the first annual budget.
- C. Budget Procedures:
 - (1) Not later than one hundred thirty-five (135) days before the end of the Fiscal Year, the City shall provide the Board of Commissioners a statement detailing the square footage of gross building area allocated to each of the Land Use Categories and of each Taxable Interest in Real Estate classified within each of those Land Use Categories.
 - (2) Not later than one hundred fifteen (115) days before the end of the Fiscal Year, the Board of Commissioners shall compile and shall file with the City Clerk detailed preliminary estimates of the expenditures to be made by the District, the estimated revenue, other than levy revenues, to be collected by the District in the ensuing Fiscal Year and the estimated levy on each Land Use Category to be recommended by the Board. The budget shall include the cost of inspecting and preparing a written maintenance and capital improvements report detailing the condition of all Public Improvements and recommendations with respect thereto.
 - (3) The Board of Commissioners shall schedule and hold one or more public hearings, the first of which shall take place not later than ninety (90) days before the end of the Fiscal Year on the proposed annual budget for the District for the ensuing Fiscal Year. The City Clerk shall publish notice thereof in a newspaper having a general circulation in the City not less than ten (10) days prior to the date of the first of said hearings. At said hearings any Member shall have an opportunity to be heard regarding appropriations for the ensuing Fiscal Year.
 - (4) Not later than eighty (80) days before the end of the Fiscal Year the Board of Commissioners shall, by resolution, adopt a budget for the ensuing Fiscal Year, including its recommended levy upon all Taxable Interests in Real Estate constituting Residential Land Uses, Office Land Uses, Commercial Land Uses or Commercial Apartments Land Uses within the District as necessary to support the District's budget, and file the same with the City Clerk not later than sixty (60) days before the end of the Fiscal Year. Under no circumstances shall the

budgeted expenditures of the District for any Fiscal Year be permitted to exceed budgeted revenues.

- (5) Expenditures in any Fiscal Year shall be made in accordance with the budget so adopted, or as amended by the Board of Commissioners from time to time. Should the Board of Commissioners fail to adopt a budget as hereinabove set forth, the most recently adopted budget shall remain in effect for the ensuing Fiscal Year(s) until such may be amended by the Board of Commissioners pursuant to the procedures set forth in this subsection for the adoption of an annual budget.
- D. Except as otherwise provided in §[1-6]E, the recommended levy established by the Board for any Fiscal Year shall not exceed \$[] and shall be subject to the further limitations that: **[INSERT MAXIMUMS BASED ON APPROVED RENTABLE SQUARE FOOTAGE (psf x approved rentable)]**
- (1) The aggregate tax levy on all Taxable Interests in Real Estate constituting Commercial Land Uses shall not exceed \$[] and the tax levy with respect to each individual Taxable Interest in Real Estate constituting a Commercial Land Use shall not exceed \$6³ per square foot of gross floor area;
- (2) The aggregate tax levy on all Taxable Interests in Real Estate constituting Office Land Uses shall not exceed \$[] and the tax levy with respect to each individual Taxable Interest in Real Estate constituting an Office Land Use shall not exceed \$3⁴ per square foot of gross floor area;
- (3) The aggregate tax levy on all Taxable Interests in Real Estate constituting Residential Land Uses shall not exceed \$[] and the tax levy with respect to each individual Taxable Interest in Real Estate constituting a Residential Land Use shall not exceed \$1⁵ per square foot of gross floor area; and
- (4) The aggregate tax levy on all Taxable Interests in Real Estate constituting Commercial Apartments Land Uses shall not exceed \$[] and the tax levy with respect to each individual Taxable Interest in Real Estate constituting a Commercial Apartments Land Use shall not exceed \$1⁶ per square foot of gross floor area;
- E. The limitations imposed upon the recommended levy pursuant to § [16]D hereof shall be subject to adjustment if the District is expanded in accord with the terms of § [1-10] of this Article [], in which case the maximum recommended levy shall be increased by

³ \$[] divided by the total square footage of Commercial Land Use initially contemplated in approved plans, rounded to the nearest 5¢.

⁴ \$[] divided by the total square footage of Office Land Use initially contemplated in approved plans, rounded to the nearest 5¢.

⁵ \$[] divided by the total square footage of Residential Land Use initially contemplated in approved plans, rounded to the nearest 5¢.

⁶ \$[] divided by the total square footage of Commercial Apartments Land Use initially contemplated in approved plans, rounded to the nearest 5¢.

an amount equal to \$6 per square foot of additional gross floor area Approved as Commercial Land Use, and/or \$3 per square foot of additional floor area Approved as Office Land Use, and/or \$1 per square foot of additional gross floor area Approved as Residential Land Use, and/or \$1 per square foot of additional gross floor area Approved as Commercial Apartments Land Use; provided, however, that notwithstanding expansion of the District to include all or any portion of the SSD Expansion Area in no event shall the recommended levy established by the Board for any Fiscal Year exceed \$[3,974,189].

- F. All recommended levies shall be allocated between the various land use categories based upon the \$6/3/1 ratio described hereinabove. Municipal Land Uses and other land uses exempt from property taxation pursuant to any applicable provision of law shall not be subject to any levy imposed by the City on behalf of the District. Notwithstanding any other provision hereof to the contrary, any Taxable Interest in Real Estate established or created during a Fiscal Year, whether through division of a Taxable Interest in Real Estate into multiple parts or through any other mechanism whatsoever shall become subject to levy pursuant to this Article [] commencing with the calendar month in which that Taxable Interest in Real Estate is established or created (but in no event earlier than the calendar month in which the Public Improvements Closing occurs) and the levy for any such Taxable Interest in Real Estate shall be prorated on a monthly basis during said Fiscal Year. Any Common Area within a building which serves more than one Land Use Category shall be classified as belonging to that Land Use Category which otherwise occupies the greatest portion of the floor area on the floor upon which said Common Area is located.
- G. The levy on the Taxable Interests in Real Estate in the District shall be due and payable in two (2) equal installments, due on or before July 1 and January 1 in the same manner as property tax bills of the City. Each year the Tax Collector of the City shall, accordingly, provide Property Owners with statements detailing the amount of their annual levies and the semi-annual installment amounts. Said statements may be provided with, or incorporated into the property tax bills of the City. Delinquent charges shall be assessed on late District tax payments and shall be computed in the same manner used for establishing delinquent charges on property tax bills of the City.
- H. The City shall be obliged to impose the recommended levy as a municipal levy and to collect the revenues accruing therefrom. All moneys, including, but not limited to levies or any income, proceeds or fees issuing from the provision of services by the District or other business conducted by the District received by the Board or by the City on behalf of the District shall be paid into a enterprise fund established by the City which shall be maintained by the City exclusively for the District, including without limitation meeting its obligations under the SSD Parking Facilities License/Services Agreement. The Controller of the City shall disburse funds from the account to the District solely upon written request of a duly authorized representative of the District made in accordance with the then current approved annual budget of the Board of Commissioners of the District; provided, however, that all or any portion of the surplus remaining in said fund as of the end of any Fiscal Year of the District after payment of all operating costs of the Public Garages and other Public Improvements maintained by the District, repair and

replacement reserves as to such Public Garages and improvements and administrative costs of the District pursuant to said annual budget for such Fiscal Year may be paid to the City as an additional license fee paid under the SSD Parking Facilities License/Services Agreement provided that such additional license fee is used by the City for the sole purpose of the City's purchase or redemption of all of the Bonds prior to their maturity; and provided, further, however, that in the event that upon the earlier to occur (the "Surplus Calculation Date") of the Bond Maturity Date and the payment in full of the Bonds issued under the West Avenue Corridor Public Improvements Bond Resolution, there is a surplus in said enterprise fund, the portion thereof attributable to parking revenue collected by the District from the Parking Facilities shall be paid to the City as an additional license fee under the SSD Parking Facilities License/Services Agreement prior to the occurrence of the election pursuant to Section [1-5]B above, and the balance shall remain available for use by the District as determined by the reconstituted Board of Commissioners or their successors. As used herein, "the portion thereof attributable to parking revenue collected from the Parking Facilities" shall be calculated by multiplying the surplus by a fraction, the numerator of which is the aggregate amount of parking revenue collected during the period of the City's ownership of said Parking Facilities up to and including the Surplus Calculation Date, and the denominator is the aggregate amount of (x) the foregoing numerator, plus (y) all taxes levied by the District on or before the Surplus Calculation Date. The District shall set forth in its bylaws the procedures for approving disbursement of funds and requesting disbursement from the Controller of the City. The enterprise fund shall be treated as a separate fund exclusively for the District for accounting and reporting purposes under the rules of the Governmental Accounting Standards Board. The District shall keep accurate records of all revenues collected from the Parking Facilities, the levies collected hereunder and all expenses and any surplus and file a detailed report thereof with the City Clerk within 90 days after the close of each fiscal year. Such records may be inspected by any Property Owner during normal business hours.

- I. Pursuant to Section 7-339q of the Connecticut General Statutes, as that section may be amended or recodified from time to time, all orders or contracts for expenditures by the Board of Commissioners or their agents on behalf of the District which are greater than five thousand dollars (\$5,000) shall be awarded to the lowest responsible qualified bidder only after a public invitation to bid, which shall be advertised in a newspaper having circulation in the District.
- J. An annual financial report of all District revenues and expenditures shall be submitted to the Board of Commissioners and the City Clerk within sixty (60) days following the end of each Fiscal Year. Such report shall include, but shall not be limited to, a listing of major disbursements and sources of receipts by the District.
- K. The Board of Commissioners shall have an independent financial audit of the District's financial affairs conducted by a certified public accountant within one hundred eighty (180) days of the end of the Fiscal Year. Said audit shall be performed in accordance with the provisions of Chapter 111 of the Connecticut General Statutes, The Municipal Auditing Act, as that chapter may be amended or recodified from time to time. A copy of the audit shall be forwarded to the Finance Director of the City and the City Clerk. Said

audit may be conducted in conjunction with an independent audit of the City's financial affairs.

(New) § [1-7]. Municipal Service Agreements.

The City, the Norwalk Parking Authority or any agency, authority or body created by the City may enter into a contract with the District pursuant to Section 7-339t of the Connecticut General Statutes in which the City, the Norwalk Parking Authority or any agency, authority or body created by the City is excused from providing to the District some or all of the services which the District is authorized to provide pursuant to this Article [] and in which the District agrees to provide all such services from which the City, the Norwalk Parking Authority or any agency, authority or body created by the City has been excused. The City, the Norwalk Parking Authority, or any agency, authority or body created by the City, and the District may also enter into contracts pursuant to Section 7-339t of the Connecticut General Statutes in which the District is given the right to elect to purchase from the City, the Norwalk Parking Authority or any agency, authority or body created by the City some or all of the services for which the District has become responsible. Any contracts executed pursuant to this § [1-7] shall not be subject to the requirements of § [1-6]H of this Article [].

(New) § [1-8]. Dissolution of the District.

A. The District may be dissolved by an ordinance repealing this Article [] or after a referendum is conducted by the Board of Commissioners among all Property Owners within the District on the question of whether the District shall be dissolved, in which event, such referendum shall be conducted, and the outcome determined, in the same manner as the referendum establishing the District described in § [1-4] of this Article [].

B. In the event the District is dissolved, the Board of Commissioners shall proceed to wind up the affairs of the District as of the end of the current Fiscal Year. If, after dissolution of the District there are outstanding liabilities or obligations, whether fixed or contingent, the Common Council of the City may impose, in addition to the regular municipal levy, a levy on the Taxable Interests in Real Estate within such district pursuant to Section 7-339s of Chapter 105a of the Connecticut General Statutes for as many years as such liabilities remain outstanding.

C. For purposes of this § [1-8], the obligations of the District pursuant to any municipal service agreements, contracts or other agreements between the District and the City shall be deemed to be outstanding liabilities or obligations and the Common Council of the City may impose such an additional levy as is necessary to fulfill the obligations of the District to the City pursuant to any such agreements for the remainder of their original term(s). Any levy imposed by the Common Council of the City pursuant to this subsection shall be calculated to produce enough revenues to satisfy and release all liabilities and/or obligations of the District as they become due but shall otherwise be subject to any limitations set forth in this Article []. The revenue collected shall be deposited into the general fund of the City and disbursed solely for the purposes stated herein. If, after dissolution of the District, there are assets which remain following the winding up of the affairs of the District, such assets shall be transferred to the City.

(New) § [1-9]. Property of the District.

All interests in real property held and all personal property owned by the District shall not be subject to any property tax levied by the City.

(New) § [1-10]. Addition of Land to District.

- A. Any Property Owner whose real property is located outside the District but within the SSD Expansion Area, may request that such real property be incorporated into the District. Such owner shall make such request to the Board of Commissioners in writing by certified mail, return receipt requested. This request must be signed by the Property Owner of the real property which is the subject of such request or by owners having greater than fifty percent (50%) interest in said real property, or a representative of such owner(s) authorized to sign such a request. All such requests shall be granted by the Board of Commissioners.
- B. The Board of Commissioners shall notify the Tax Assessor and the City of additions to the District and record a copy of the written notification in the land records of the City. The levy imposed on any Taxable Interest in Real Estate of a Property incorporated into the District after its inception shall be at the same rate as that imposed upon all other Taxable Interests in Real Estate in the District in the same Land Use Category, but shall be prorated to cover the period from the date upon which such request is granted to the end of the Fiscal Year.

EXHIBIT D

MAINTENANCE SKETCH

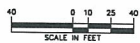
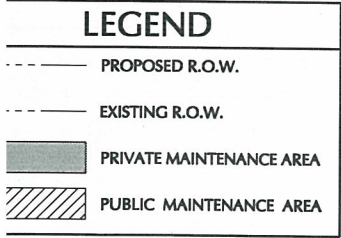


EXHIBIT E

LIST OF APPRAISERS

James Moran
Cushman and Wakefield (203) 326-5879
107 Elm Street
4 Stamford Plaza, 8th Floor
Stamford, CT 06902

Michael Pecorino (212) 207-6102
CB Richard Ellis
One Penn Plaza, Suite 1835
New York, NY 10119

Michael Gold (203) 226-3343
Michael B. Gold Associates, Inc.
16 Ketchum Street
Westport, CT 06880

Austin McGuire Company (203) 299-0101
64 Wall Street, Ste. 401
Norwalk, CT 06850
(203) 299-0101

Barbara J. Pape & Co., Inc (203) 762-7762
4 Erdmann Lane
Wilton, CT 06897

EXHIBIT F

FORM OF COMPLETION NOTICE

THIS COMPLETION NOTICE (this “Notice”) has been executed as of this ____ day of _____, _____, by _____, LLC, a _____ limited liability company (the “Redeveloper”), to and for the benefit of the CITY OF NORWALK, CONNECTICUT, a body politic and corporate constituting a political subdivision of the State of Connecticut (the “City”) and the NORWALK REDEVELOPMENT AGENCY (the “Agency”), a redevelopment agency created by the Common Council of the City pursuant to Chapter 130 of the Connecticut General Statutes (the “Agency”).

R E C I T A L S:

A. The Redeveloper, the City and the Agency have entered into that certain Master Development Agreement dated as of _____ (the “Master Development Agreement”). Unless otherwise defined herein, all initially capitalized terms shall have the respective meanings assigned to such terms in the Master Development Agreement.

B. This Notice is the Completion Notice contemplated by and provided for under Section 8.3 of the Master Development Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Redeveloper hereby represents and warrants to, and agrees with, the City as follows:

1. Delivery of Completion Items. The Redeveloper has attached to this Notice (a) an original counterpart of the Architect Completion Certificate as executed by the Redeveloper’s Architect; and (b) true, correct and complete copies of all Occupancy Certificates required in order to occupy or use the _____ [SPECIFY PUBLIC GARAGE] in compliance with all Legal Requirements (subject, as applicable, to the completion of Active Environmental Remediation Activities only). The Redeveloper hereby represents, warrants and certifies to the City and the Agency that, to the best of its knowledge after due investigation and diligent inquiry, the _____ [SPECIFY PUBLIC GARAGE] has been Substantially Completed.

[SIGNATURE PAGES AND ACKNOWLEDGEMENTS FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Completion Notice as an instrument under seal as of _____, _____.

_____, LLC

By: _____

Name: _____

Title: _____

Address for notices:

EXHIBIT G

CONSTRUCTION SCHEDULE

EXHIBIT H

Retail Merchandising Mix Plan

Waypointe, on West Avenue in Norwalk, Connecticut, is planned to be an approximately 1.2 million square foot mixed-use project, focused around a street-driven retail environment that brings together a mix of shopping and dining experiences. Shoppers will enjoy the pedestrian oriented streets lined with boutiques, unique shops, restaurants and entertainment venues in a Main Street, place-based environment reminiscent of years past.

National, regional and local tenants in a wide variety of sizes – from small shops to larger format spaces – offering a range of mid-to high-price point merchandise and residential services will be strategically located throughout the project to create the best and most successful merchandising plan possible. Unique storefronts, restaurants, sidewalk cafes, evening entertainment, on-street parking and pedestrian scale will combine with office uses, public spaces and new residences to make Waypointe a "real neighborhood" in the heart of Norwalk. We envision that the retail components of the project will be comprised of the following uses that will ensure success:

Soft Goods – 20% -- soft goods tenants will most likely be fashion oriented and will include local and national tenants that appeal to both the existing and proposed customer base of Norwalk. Attention will be given to attracting Tenants that are currently not represented in the market who will bring a unique flavor to the project and the area.

Service Related Tenants – 5% -- will provide on-site residents and office workers the opportunity to take care of daily needs such as banking, postal services, salon services, etc. Service tenants will also serve the surrounding neighborhood which is currently lacking in adequate service tenants.

Hard Goods – 15%-- will appeal to a wider trade area and will be comprised of home furnishings, accessories and books/music. We will also be attempting to capture tenants that are not currently represented or are underrepresented in the market.

Entertainment – 5% -- an entertainment component, such as a small movie theater, helps to create and sustain the 24/7 neighborhood experience, and extends traditional shopping hours.

Fitness (Wellness Component) – 5% -- is an important component of any neighborhood and an essential element for the wellness center's appeal to the surrounding market

Restaurants – 10% -- a healthy mix of quick bite, white table and family oriented dining will appeal to visitors and shoppers, as well as residents and employees at Waypointe. A significant restaurant component is important and complementary to any mixed-use environment where shopping and entertainment are present.

Lifestyle – 5% -- lifestyle tenants will attract customers from a wider area, and are geared towards an active and healthy lifestyle, a category of Tenant that is certainly lacking in the Fairfield County marketplace.

Anchors/Supermarket – 35% -- anchor tenants help to ensure a consistent customer base and serve as a draw for most mixed-use projects along with servicing the daily needs of on-site users.

Obviously, the percentages of each category listed above are for merchandising purposes only, and the final mix will be what the “Market Tells Us” it can be. The percentages noted above will change both before and after the project is constructed.

The goal will be to draw support from four major market segments: (1) residents within Waypointe, (2) employees working downtown, (3) residents of Norwalk, and (4) visitors. Larger format tenants will be located largely on the upper levels with service and specialty tenants located on the street level. A central theme should be attraction/recruitment of new, quality retail and entertainment tenants which are unique to the Norwalk area, compatible with the upscale pedestrian-friendly environment and complementary to the downtown and uptown projects. Some emphasis will be on attracting “first in the marketplace” and “one in marketplace” retailers, but recognition should also be given to major destination tenants with the ability to draw from a large trade area and whose advertising dollars can be very important to marketing a location. Similarly, the mix of restaurants should include “trend-setting” specialty restaurants as well as large format, national or regional brand types of restaurants which, because of their recognizable name and more powerful marketing ability, will be able to attract a broader clientele to the area.

By implementing the above retail strategy, we are focused on creating a sustainable downtown district which will be a “real” place that services both the neighborhood surrounding Waypointe, while also serving as a major shopping and entertainment destination for residents of Fairfield County.

Redeveloper will utilize commercially reasonable efforts to implement the Retail Merchandising Mix Plan in its initial lease-up of the Project and, in connection therewith, to enter into commercial leases having typical initial terms of ten years.

EXHIBIT I

FORM OF CONTROLLED REVENUE LOT LICENSE AGREEMENT

CONTROLLED REVENUE LOT LICENSE AGREEMENT (Parcel ____)

This CONTROLLED REVENUE LOT LICENSE AGREEMENT (the “Agreement”), is made as of the ____ day of _____, _____, by the CITY OF NORWALK, CONNECTICUT (the “City”), a body corporate and politic and a political subdivision of the State of Connecticut having an address of 125 East Avenue, Norwalk, Connecticut 06852-5125 and _____, a _____ limited liability company having an address of c/o Stanley M. Seligson Properties, 605 West Avenue, Norwalk, Connecticut 06850 (the “Redeveloper”).

RECITALS

The City and the Redeveloper (collectively, the “Parties”, and each individually, a “Party”) and the Norwalk Redevelopment Agency have entered into a certain Master Development Agreement, dated _____, _____ (the “Master Agreement”) with respect to the redevelopment of Plan Area B of the West Avenue Corridor Redevelopment Plan (“Waypointe”).

The Redeveloper owns the real property described on Schedule A attached hereto (the “Parcel”) which Parcel is included in Waypointe.

Pursuant to the Master Agreement, and as a portion of Waypointe, Redeveloper has constructed a parking area (the “Parking Area”) on that portion of the Parcel identified as the “Parking Area” on the map attached hereto as Schedule B.

The Parties desire to provide formally for certain rights and obligations in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Granting Clause; Quiet Enjoyment.

Redeveloper, as owner of the Parking Area, hereby grants to the City a license and privilege to remove and receive all income produced by the parking meters or other revenue control system located on or applicable to the Parking Area (the "Parking Revenue Control System") and the City hereby accepts the same from Redeveloper, in accordance with the provisions of this Agreement. In consideration for the granting and during the term of this License, the City agrees to regulate the use of the parking spaces within the Parking Area to the same extent and pursuant to the same ordinances or other regulations which are applicable to the City's metered parking spaces throughout the City. This Agreement establishes only a limited license for the purposes and for the term stated herein. No bailment, lease, property interest or other legal arrangement is intended, nor shall any such arrangement be deemed to arise. Such license may be exercised on behalf of the City by the City's duly authorized employees, contractors, agents or representatives.

2. Term.

The term of this Agreement shall commence as of the date hereof (the "Commencement Date"), and shall expire upon the later to occur (the "License Termination Date") of the maturity date of the Bonds (as defined in the Master Agreement) and the commencement of construction by the Redeveloper, its successors or assigns (including any successor in title to the Parking Area or any part thereof or interest thereon) of any building, building addition or other structure within the Parking Area or any part thereof, unless earlier terminated by mutual agreement of the Parties. Upon the License Termination Date, the license granted hereunder shall terminate and the City shall cease all activities related to the license granted under this Agreement.

3. Maintenance.

(a) The City, at its sole cost and expense, shall maintain the Parking Revenue Control System and all Parking Revenue Control System signs in good order, condition and repair and shall be responsible for repairing, restoring or replacing such Parking Revenue Control Systems and signs during the term of this Agreement. Notwithstanding anything contained herein to the contrary, any person or entity employed by or hired by the City to fulfill the City's maintenance obligations set forth herein shall in no way be considered employees or employed by Redeveloper.

(b) The Redeveloper, at its sole cost and expense, shall keep the Parking Area free of ice and snow and maintain the Parking Area (including, without limitation, all paving and surfacing, curbs, sidewalks and all on-site directional and traffic signs, landscaping, lighting and other facilities providing for ingress-egress and use of the Parking Area), in good condition and repair and make all necessary replacements thereof and, with respect to the surface of the Parking Area, in a level, smooth and evenly covered condition.

4. Assignment or Sublicense.

The City shall not assign or grant any sublicense with respect to this Agreement and any such attempt shall be null and void. Notwithstanding the foregoing, the City may subcontract to a third party its obligations hereunder (i) to perform the City's obligations under Section 3(a), and (ii) collect monies from the Parking Revenue Control System during the term of this Agreement provided that such subcontractor maintains the insurance required of the City hereunder and subcontractor complies with the other terms of this Agreement.

5. Eminent Domain.

If the whole or any portion of the Parking Area is lawfully taken by condemnation or any other manner for any public or quasi-public purpose, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be and remain the sole and exclusive property of Redeveloper. This License shall also terminate upon the date on which title vests in any condemning authority with respect to such taking.

6. Insurance. [UNDER REVIEW BY CITY'S RISK MANAGER]

(a) The City shall maintain at its own cost and expense:

(i) commercial general public liability insurance with respect to loss of life, bodily or personal injury and damage to property, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence and Umbrella Excess Liability Insurance in the minimum amount of Four Million Dollars (\$4,000,000); and

(ii) worker's compensation and employer's liability insurance as required by law. If the City decides not to procure workers' compensation in accordance with Connecticut law, the City agrees to comply with the Connecticut Workers' Compensation Act (the "Act") requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the Workers' Compensation Commissioner. In lieu of providing Workers' Compensation insurance and providing the Redeveloper with proof thereof, the City agrees to hold the Redeveloper harmless from any and all suits, claims and actions arising from personal injuries sustained by any of the City's workers during the course or performance of this Agreement, however caused.

(b) All such insurance shall be issued by insurers authorized to do business in the State of Connecticut, shall name the Redeveloper and its mortgagees as additional insureds, and shall contain a provision whereby the insurer agrees not to cancel such insurance without 30 days' prior written notice to the insureds (10 days for nonpayment). On or before the Commencement Date, the City shall furnish to the Redeveloper and its mortgagees a certificate evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to the Redeveloper and its mortgagees at least 30 days prior to the expiration date of such insurance. The City may self-insure for any of the insurance coverages it is required to maintain hereunder.

7. Indemnity; Legal Compliance.

The City shall indemnify and save Redeveloper harmless from and against any and all claims, liabilities and expenses (other than consequential damages) for loss or damage suffered by Redeveloper to the extent arising from of the negligence or willful misconduct of the City, its agents, contractors or employees in the exercise of the City's rights hereunder.

8. Mechanics Liens.

City, at its expense, shall procure the satisfaction or discharge, by bonding or otherwise, of all such mechanics and other liens in connection with City's work within 20 days after notice to City of the filing of such lien against the Parcel or any interest therein. If City shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Redeveloper may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount so paid by Redeveloper and all reasonable costs and expenses incurred by Redeveloper, in connection therewith shall be payable by City upon demand, together with interest thereon at the Default Rate (hereinafter defined) from the date incurred until paid.

9. Notices.

All notices, demands or other communications ("Notices") permitted or required to be given hereunder shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested, shall be deemed given three days after the date of mailing thereof or on the date of actual receipt, if sooner. All other Notices not so mailed shall be deemed given on the date of actual receipt. Notices shall be addressed as follows:

To the City:

City of Norwalk
125 East Avenue
Norwalk, Connecticut
Attention: Mayor
Telephone: (203)
Facsimile: (203)
E-mail:

With a copy at the same time to:

Robinson & Cole LLP
695 East Main Street
Stamford, Connecticut 06904-2305
Attention: Frank L. Baker, Esq.

Telephone: (203) 462-7501
Facsimile: (203) 462-7599
E-mail: fbaker@rc.com

To the Redeveloper:

[Waypointe LLC]
c/o Stanley M. Seligson Properties
605 West Avenue
Norwalk, Connecticut 06850
Attention: Stanley M. Seligson
Telephone: (203) 857-5600 x 101
Facsimile: (203) 857-5607
E-mail: sseligson@seligsonproperties.com

With copies at the same time to:

[Waypointe LLC]
c/o Stanley M. Seligson Properties
605 West Avenue
Norwalk, Connecticut
Attention: Douglas T. Adams
Telephone: (203) 857-5600 x 102
Facsimile: (203) 857-5607
E-mail: dadams@seligsonproperties.com

and to:

Day Pitney LLP
242 Trumbull Street
Hartford, Connecticut 06103
Attn: Rosemary G. Ayers, Esq.
Telephone: (860) 275-0185
Facsimile: (860) 881-2525

Redeveloper and the City may from time to time by Notice to the other designate such other place or places for the receipt of future notices.

10. Default.

(a) If at any time either Party shall default in the performance or observance of any of the material terms, covenants, conditions or agreements of this License, and (x) except as provided in clause (y) below, such default shall not be cured within thirty (30) days after delivery

of notice thereof from the non-defaulting Party to the defaulting Party, or (y) if such default shall be of such a nature that such default cannot practicably be cured within said thirty (30) day period and the defaulting Party shall have given notice thereof to the non-defaulting Party and commenced to cure such default prior to the expiration of said thirty (30) day period, and if the defaulting Party shall thereafter proceed with due diligence and dispatch to cure and perform such defaulted term, covenant, condition or agreement and such default shall not be cured within a maximum period of 60 days from the date of the original notice, then and in any such case, the non-defaulting Party shall be entitled, but not obligated, to cure the default, and any reasonable costs and expenses related to same shall be due non-defaulting Party upon demand; provided, however, that no such notice or opportunity to cure shall be required in the event of an emergency or if ordered on an emergency basis by any applicable governmental authority.

(b) If any Party fails to pay any amount required hereunder to be paid to the other Party when due, such payment shall bear interest at the annual rate of either ten percent (10%) or three (3) percentage points over the short-term prime lending rate at Bank of America, N.A. prevailing at the time of the default, whichever is higher, but in no event higher than the maximum rate permitted by Connecticut law at the time the payment was originally due (the "Default Rate")

11. Miscellaneous.

(a) The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

(b) If any clause or provision of this Agreement is or becomes illegal or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during the Term, the intention of the Parties hereto is that the remaining parts of this Agreement shall not be affected thereby.

(c) This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between Redeveloper and the City and there are no covenants promises, agreements, conditions, or understandings, either oral or written between them other than as are herein set forth. The Schedules and Exhibits attached hereto or referred to herein are hereby made a part hereof. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon Redeveloper or the City unless reduced to writing and signed by both of them.

(d) All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Redeveloper and its respective legal representatives, successors, and assigns and be binding upon and inure to the benefit of the City.

(e) This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Connecticut.

(f) The captions appearing within the body of this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or of any provision hereof.

(g) This Agreement may be executed in several counterparts, all of which shall constitute one and the same instrument.

(h) This Agreement shall not be deemed or construed to create or establish any partnership or joint venture or similar relationship or arrangement between Redeveloper and the City hereunder.

(i) Notwithstanding anything to the contrary contained herein, nothing shall impair the rights of the Redeveloper to temporarily suspend operation of the Parking Area for such time as the use thereof may be reasonably necessary upon reasonable prior written notice to the City (except in the event of an emergency) (x) for maintenance, repair or replacement of any building now or hereafter located on the Parcel or of the Parking Area, or (y) to prevent the dedication of any portion of the Parcel to public use.

(j) Each Party shall, without charge, at any time and from time to time, within twenty (20) days after request by the other Party, or by any prospective purchaser or mortgagee, execute, acknowledge and deliver to the other Party, to any prospective purchaser or mortgagee, or to any person designated by such other Party, a commercially reasonable statement in writing certifying (a) whether this Agreement has been modified (and, if there have been modifications, identifying the same by the date thereof and specifying the nature thereof), (b) whether to such Party's knowledge, any default by the other Party exists hereunder, (c) that this Agreement and any modifications identified in such statement are in full force and effect and whether, to such Party's knowledge, there are any conditions existing which, with the passage of time or the giving of notice or both, would constitute a default by the other Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and Redeveloper have executed or caused to be executed this Agreement as of the date first written above.

CITY:

CITY OF NORWALK, a body corporate and politic and a political subdivision of the State of Connecticut

By: _____
Name:
Title:

REDEVELOPER:

[NAME OF REDEVELOPER]

By: _____
Name:
Title:

Schedule A

LEGAL DESCRIPTION

Schedule B

EXHIBIT J
PUBLIC IMPROVEMENTS BUDGET

EXHIBIT

Public Improvements Budget	
	Current Budget
<u>LAND AND CLOSING COSTS</u>	
LAND ACQUISITION	35,794,836
ENVIRONMENTAL	1,480,000
DEMOLITION	2,449,957
RELOCATION	740,000
ZONING AND OTHER FEES	906,500
	\$41,371,293
<u>SITE IMPROVEMENTS & PUBLIC GARAGES - THIRD PARTY COSTING</u>	
INFRASTRUCTURE	24,715,695
DEMOLITION	2,924,731
PUBLIC PARKING	65,589,976
	\$93,230,402
<u>FEES AND CHARGES</u>	
PUBLIC IMPROVEMENTS A&E	3,636,549
CONSULTING FEES	1,498,500
G&A	1,776,000
DEVELOPER FEE	4,483,134
LEGAL SERVICES	2,127,500
THIRD PARTY REIMBURSABLES	703,000
(Total does not include Developer Fee)	\$9,741,549
<u>FINANCING RELATED COSTS</u>	
1700 PUBLIC FINANCING FEES	1,000,000
	\$1,000,000
<u>TAXES AND OPERATING COSTS</u>	
1400 CAPITALIZED TAXES/OPERATING COSTS	1,184,000
	\$1,184,000
PROJECT CONTINGENCY	2,910,545
	\$2,910,545
TOTAL PUBLIC IMPROVEMENT COSTS	\$149,437,789

EXHIBIT J

PUBLIC IMPROVEMENTS BUDGET

PUBLIC IMPROVEMENT	MAXIMUM PURCHASE PRICE
Public Garage A, Public Garage B, Public Garage D, Public Garage E, Public Garage F, and Site Improvements	\$133,000,000.00 ⁵⁶

⁵⁶The portion of this sum payable by the City from its own funds (excluding any Additional Public Funds granted to the City from state and/or federal sources described in the following sentence) shall not exceed \$103,000,000. The balance of such sum (\$30,000,000) shall only be payable from Additional Public Funds granted to the City from state and/or federal sources if and to the extent committed for disbursement for Public Improvements Costs, subject to and in accordance with the terms of this Agreement and any amendment or supplemental agreement described in Section 5.3(d). In the event that such Additional Public Funds granted to the City from state and/or federal sources, or any portion thereof, have not been so committed and this Agreement is not terminated in accordance with its terms, such maximum purchase price shall be reduced by the amount of such deficiency, as memorialized in an amendment to this Agreement executed by the Parties through their Authorized Representatives.

EXHIBIT K

SKETCH OF REDEVELOPER PROPERTY, REDEVELOPER CONTRACT PROPERTY
AND OTHER PROPERTY

[To be attached when agreement is signed; as of 11/14/08, of 46 parcels (not including Academy Street extension to the north), 30 are owned by Redeveloper or Redeveloper Affiliates or under binding contracts with Redeveloper or Redeveloper Affiliates]

EXHIBIT L

INTENTIONALLY DELETED

EXHIBIT M

FORM OF SSD PARKING FACILITIES LICENSE/SERVICES AGREEMENT

SSD PARKING FACILITIES LICENSE/SERVICES AGREEMENT
BY AND BETWEEN THE
CITY OF NORWALK
AND THE
WAYPOINTE SPECIAL SERVICES DISTRICT¹

THIS SSD PARKING FACILITIES LICENSE/SERVICES AGREEMENT, dated as of [_____] [____], [____] (this "Agreement"), by and between the City of Norwalk (the "City"), a body corporate and politic and a political subdivision of the State of Connecticut, and the Waypointe Special Services District (the "District"), a special services district created pursuant to Chapter 105a of the General Statutes of Connecticut, Revision of 1958, as amended. Terms used herein, unless otherwise defined, have the meanings ascribed thereto in the Master Development Agreement hereinafter referred to.

WITNESSETH:

WHEREAS, the District was established by ordinance entitled, "An Ordinance Establishing the Waypointe Special Services District," adopted by the Common Council of the City of Norwalk on [_____] , 2009 (the "Ordinance"); and

WHEREAS, the boundaries of the District were expanded in accordance with §[1-10] of the Ordinance to include the SSD Expansion Area (as defined in the Ordinance).

WHEREAS, the Ordinance provides that the District is formed to promote the economic and general welfare of the citizens and property owners of the City both within and without such district through the preservation, enhancement, protection and development of the economic health of the City; and

WHEREAS, the District desires to further the purposes for which it was formed through the operation of parking facilities and Public Improvements (as defined in the SSD Ordinance) within the boundaries of the District which will provide a benefit to the businesses, residents and patrons of the District; and

WHEREAS, the City, the Norwalk Redevelopment Agency and [Waypointe LLC]² have entered into a Master Development Agreement, dated [_____] , 2009 (the "Master Development Agreement") with respect to the redevelopment of Plan Area B of the West Avenue Corridor Redevelopment Plan; and

WHEREAS, the City will own Public Garages within the boundaries of the District as further described on Exhibit A attached hereto; and

¹ The actual name of the Special Services District may be changed before the SSD Ordinance is voted upon, pursuant to agreement of the Finance Director, the Agency's Authorized Representative and the Redeveloper; if the name is changed, corresponding changes will be made throughout this Agreement.

² The name of the entity to enter into the Master Development Agreement as the Redeveloper may change before execution of the Master Development Agreement, and will be selected by Stanley M. Seligson Properties.

WHEREAS, on [] [], 2009 the Common Council of the City adopted a resolution (the "Bond Resolution") to authorize the issuance of bonds and temporary notes of the City in the aggregate amount which, pursuant to the terms of the Master Development Agreement, generates at least \$103,000,000 to fund the acquisition of the Public Garages and the Site Improvements (as defined in the Master Development Agreement); and

WHEREAS, the District was formed, in part, with the intention that it would be responsible for the cost for repairing, operating and maintaining the Public Garages in a manner intended to recoup the City's cost of acquiring the Public Garages and the Site Improvements, and the issuance of the Bonds by the City has been predicated upon such expectation; and

WHEREAS, the District has agreed to undertake the operation of the City's Public Garages located within the boundaries of the District and to pay the City for that opportunity in a manner that is intended to repay the Bonds issued by the City; and

WHEREAS, the District, pursuant to Section 6.3 of the Master Development Agreement has agreed to deposit all SSD Revenues with the City.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District hereby agree to the provisions set forth herein as indicated below:

- Section 1. The City hereby grants to the District the exclusive license and privilege to (i) operate the Public Garages, public parking meters and public parking pay stations located within the boundaries of the District (collectively, the "Parking Facilities") and owned by the City and (ii) collect the revenues therefrom.
- Section 2. The District shall utilize, at the direction of the City, the services of such City employees, offices, equipment, or services, including services provided by third party providers to the City (collectively, the "City Services"), as are necessary to manage, operate and maintain the Parking Facilities and the Public Improvements. The City shall have the right in its sole discretion to subcontract for any or all of the services which it is obligated to provide pursuant to this Agreement. While engaged in the performance of City Services for the District, the employees and subcontractors of the City shall be deemed to be acting as agents of the District.
- Section 3. The District shall participate in the City's insurance program(s). For the limited purpose of this section, the District shall be construed to be an agency of the City and shall be required to pay such contribution(s) into said program(s) as may reasonably be allocated to it by the City and according to such schedule as the City may reasonably establish.
- Section 4. In consideration for the rights and privileges enumerated herein, the District agrees to:
- a. Make payments in the form of license fees to the City in the following amounts and at the following times:

(i) For the period from the date of execution hereof through the earlier to occur of the Bond Maturity Date and the payment in full of the Bonds issued under the Bond Resolution:

(A) Semi-annually, on or about July 1st and January 1st, but not later than thirty (30) days thereafter, the District shall pay to the City a sum equivalent to the total amount of the semi-annual levy installment which the District imposes pursuant to the SSD Ordinance then collected, less any amounts needed to meet reasonable administrative expenditures which the District is obligated to make to persons or entities other than the City;

(B) monthly, the District shall pay to the City the parking revenues generated to the District from the Parking Facilities less any amounts needed to meet operational, maintenance or repair expenditures which the District is obligated to make to persons or entities other than the City or the Parking Authority, together with any investment earnings accruing thereto;

provided, however, that in no event shall the amounts payable under the foregoing sections of this Section 4.a.(i) exceed the debt service payable under the Bonds (excluding default interest, late payment fees, and expenses related to termination or extension of any Swap Agreement (as defined in the Master Agreement)) during such period, less amounts deposited in any debt service reserve or other reserve established with respect to the Bonds together with all earnings accrued thereon; and provided, further, however, that the District shall pay the City an additional annual license fee up to the amount of any surplus remaining in the enterprise fund established for the District as of the end of any fiscal year of the District after payment of all operating costs of the Public Garages and other improvements maintained by the District, deposits to repair and replacement reserves as to such Public Garages and improvements, payment of administrative costs of the District, and payment of the license fees set forth in Sections 4.a(i)(A) and (B) above, pursuant to said annual budget for such fiscal year, provided that such additional license fee is used by the City for the sole purpose of the City's purchase or redemption of all of the Bonds prior to their maturity;

(ii) if and only if , upon the earlier to occur (the "Surplus Calculation Date") of the Bond Maturity Date and the payment in full of the Bonds issued under the Bond Resolution, there is a surplus in the enterprise fund maintained for the exclusive benefit of the District,

the portion thereof attributable to parking revenue collected by the District from the Parking Facilities (as calculated pursuant to the formula contained in the SSD Ordinance) shall be paid to the City as an additional license fee hereunder prior to the election of all five (5) members of the Waypointe SSD Board of Commissioners from the Property Owners of the Waypointe SSD pursuant to Section [1-5]B(1) of the SSD Ordinance, which license fee shall be deemed earned as of the expiration of the term of this Agreement and the payment thereof shall survive the expiration or earlier termination of this Agreement; and

- (iii) in the event that an SSD Revenues Deficiency exists as of the Bond Maturity Date, the District shall pay to the City as an additional license fee such levies as are collected under the SSD Ordinance for the period between the Bond Maturity Date and the Outside SSD Date, which license fee shall be deemed earned as of the expiration of the term of this Agreement and the payment thereof shall survive the expiration or earlier termination of this Agreement.
- b. maintain in good repair and condition the Public Garages and, if applicable, the Public Improvements (as defined in the SSD Ordinance) during the term of this Agreement to the extent required and as described in the Master Development Agreement;
- c. operate the Public Garages and the Public Improvements in a safe and attractive manner in keeping with the standards set forth in the Master Development Agreement and in keeping with all legal requirements for the operation thereof including, but not limited to, the ordinances and regulations of the City;
- d. ensure, subject to the limitations imposed upon it pursuant to the ordinances of the City (including, without limitation, the ordinances establishing the District), that its levy, together with the other SSD Revenues generated within the District, are adequate to make payment to the City of an amount equal to the debt service incurred by the City on the Bonds as it becomes due (excluding default interest, late fees and any costs and expenses related to termination or extension of any Swap Agreement) and to pay such sums as are necessary to satisfy its obligations pursuant to this Agreement, including all operating and other costs as may be necessary or appropriate to perform the duties for which the District has been formed; and
- e. be bound by the terms and conditions of any and all agreements obligating the City with respect to the ownership and maintenance of the Public Garages and the Public Improvements located in the District, including any changes in those terms and conditions which the City shall execute in

its capacity as the owner thereof; and the District shall enter into any and all agreements which, in the discretion of the City, are necessary or desirable to satisfy this requirement.

Section 5. The term of this Agreement shall be from the date of execution hereof through the earlier to occur of the Bond Maturity Date and the payment in full of the Bonds issued under the Bond Resolution. It is expressly agreed by and between the City and the District that the City has committed, through its issuance of the Bonds, to a long-term financial obligation which is anticipated to be repaid through the consideration received by it through this Agreement and that, therefore, this Agreement shall be nonterminable during this term except upon mutual agreement of the parties hereto. In the event that the existence of the District shall be terminated for any reason, whether by referendum or other act, prior to the date set forth above, the District's obligation pursuant to this agreement shall survive and shall be deemed to be an outstanding liability and obligation of the District for the remainder of said term.

(The next page is the signature page.)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF NORWALK

WAYPOINTE SPECIAL
SERVICES DISTRICT

By: _____
Duly authorized

By: _____
Duly authorized

EXHIBIT N

MAP OF WAYPOINTE SSD BOUNDARIES

EXHIBIT N-1

MAP OF SSD EXPANSION AREA

EXHIBIT O

MAP OF SITE IMPROVEMENTS AND PUBLIC GARAGE AREAS

EXHIBIT P

PUBLIC IMPROVEMENT TRANSFER REQUIREMENTS

“Additional Covenants of the Redeveloper” means the following:

- (a) the Public Improvements shall have been Substantially Completed;
- (b) a Completion Notice with respect to the Site Improvements and each of the Public Garages shall have been executed and delivered to the City by the Redeveloper;
- (c) the Architect Completion Certificate with respect to the Site Improvements and each of the Public Garages shall have been executed by the applicable Redeveloper’s Architect and delivered to the City;
- (d) “As-built” drawings for each Public Garage shall have been delivered to the City;
- (e) To the extent applicable pursuant to the definition thereof, a Punch List Certificate for the Site Improvements and each of the Public Garages shall have been executed and delivered to the City and the Redeveloper by the Redeveloper’s Architect;
- (f) there shall have occurred no Public Garage Condemnation with respect to the any Public Garage;
- (g) there shall have occurred no unrepaired Substantial Casualty with respect to any Public Garage and, in the case of any casualty other than a Substantial Casualty, the proceeds thereof have been or will be used to repair any such casualty; provided, however, that if an unrepaired Substantial Casualty shall exist as of the Public Improvements Closing Date and all other conditions to the Public Improvements Closing have been satisfied, then the Public Improvements Closing Date may be extended, but not more than one hundred eighty (180) days beyond the Public Improvements Construction Date Deadline, to allow the Redeveloper, using diligent efforts, a reasonable period of time to repair any such Substantial Casualty;
- (h) Neither the Redeveloper nor the Site Improvements nor any Public Garage is the subject of any pending litigation or legal proceeding that would prohibit the conveyance of such Public Garage to the City or the conveyance or delivery, as applicable, of the Site Improvements or prohibit or materially impair the use of such Public Garage as a public parking garage or the use of the Site Improvements for their intended purposes;
- (i) The Redeveloper has notified the City in writing as to any pending litigation or legal proceeding related to the Proposed Project in which the Redeveloper or the Site Improvements or any Public Garage is the subject and with respect to which the City is not a party;
- (j) Except for the applicable Public Garage Permitted Exceptions or New Street Permitted Exceptions, there shall be no existing agreements, liens or encumbrances affecting the

applicable Public Garage or any New Street or granting a right of possession to all or any portion of such Public Garage or New Street to a third party that will be binding on the City or such Public Garage or New Street following the Public Improvements Closing that have not been consented to by the City's Authorized Representative; and

The Public Garages shall be in broom clean condition and in working order. The conditions precedent set forth above and in Sections of the Agreement referencing this Exhibit, are included solely for the benefit of the City and the Finance Director may, in his or her sole discretion, elect to waive any of the conditions precedent set forth in this Exhibit and any such Section by giving written notice to the Redeveloper of its election to waive any such condition precedent at any time on or before the applicable Closing Date; provided, however, that the Finance Director may not waive issuance of any Certificate of Completion without consent of the Redeveloper. If any of such condition precedent has not been satisfied on or before the Public Improvements Closing Date, the Finance Director may, at its sole option on behalf of the City, extend the Public Improvements Closing Date by such period of time as the Finance Director elects by written notice to the Redeveloper (and upon each such extension the date to which the Public Improvements Closing Date has been extended by the Finance Director as aforesaid shall be the Public Improvements Closing Date for purposes of this Agreement) to allow all such unsatisfied conditions to be satisfied, and the Redeveloper covenants that if the Finance Director extends the Public Improvements Closing Date (or further extends the extended Public Improvements Closing Date) pursuant to the foregoing the Redeveloper shall diligently and in good faith attempt to satisfy, or cause to be satisfied, all such conditions on or before the then effective extended Public Improvements Closing Date; provided, however, that the Finance Director shall not be entitled to extend any such closing date beyond a reasonable time period (taking into account the unsatisfied conditions) without the consent of the Redeveloper. If the Finance Director and the Redeveloper disagree as to whether Substantial Completion of a Public Improvement has occurred or whether the Certificate of Completion shall be issued, then either Party also shall be entitled to extend the Public Improvements Closing Date to enable the Parties to resolve such disagreement in accordance with the provisions of Section 21.1 and Section 21.2.

"Additional Closing Deliveries of the Redeveloper" means the following:

- (a) Any transfer tax declaration(s) as to any transfer of real property in the form required by applicable Governmental Authorities;
- (b) A non-foreign person affidavit in customary form sworn to by Redeveloper as required by Section 1445 of the Internal Revenue Code;
- (c) Such evidence, certificates or documents as may be reasonably required by the Title Company issuing any owner's policy for the City relating to: (i) mechanics' or materialmen's lien releases or waivers; (ii) parties in possession; or (iii) the status and capacity of the Redeveloper and the authority of the person or persons who are executing the various documents on behalf of the Redeveloper in connection with the transfer of the applicable Public Garage or New Street, and in any event, appropriate resolutions to enter into and close the transaction contemplated herein;

(d) Copies of executed lien waivers from all mechanics' and materialmen who have furnished labor or materials to the applicable Public Garage or New Street within the preceding ninety (90) days;

(e) All original applicable transferable written warranties relating to Public Garages and other Public Improvements, including, but not limited to, the Building Systems, together with an assignment thereof in the form of Exhibit Q or Exhibit Q-1, as applicable, or, if the same cannot be transferred, written copies thereof with an undertaking from Redeveloper to reasonably cooperate (at no expense to Redeveloper) with the City in pursuing a claim under the terms of such warranty;

(f) Public Improvements Cost Schedule detailing the actual Public Improvements Costs incurred by the Redeveloper with respect to the Public Improvements;

(g) A certificate of the Redeveloper certifying that the conditions precedent to the Public Improvements Closing described in Section 8.3 have been satisfied or been waived in writing by the Finance Director (and identifying any such conditions precedent that have been so waived);

(h) A Maintenance Bond for each of the Public Garages and the Site Improvements in an aggregate amount not exceeding (i) twenty-five percent (25%) of the hard costs of construction of the Site Improvements paid by the City with respect to same, and (ii) ten percent (10%) of the hard costs of construction of the Public Garages paid by the City with respect to same, to be maintained for the three (3) year warranty period described in Section 14.6(c), to protect the City against any defects in workmanship or materials of the Public Improvements that become apparent during said three (3) year warranty period; provided, however that at the Redeveloper's election, in lieu of providing one Maintenance Bond for all Public Improvements or each category of Public Improvements, the Redeveloper may elect to provide individual Maintenance Bonds for each of the Public Improvements (or such combination thereof selected by the Redeveloper);

(i) Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement; and

(j) All representations and warranties of the Redeveloper included in Article XXV are true in all material respects as of the Public Improvements Closing Date, subject to such matters of which the Redeveloper has notified the City in writing prior to the Public Improvements Closing Date and with respect to which the City has raised no reasonable objection in writing within ten (10) days after notice thereof from the Redeveloper with a copy of this Exhibit P.

EXHIBIT Q

FORM OF BILL OF SALE AND GENERAL ASSIGNMENT
(Public Garages)

BILL OF SALE AND GENERAL ASSIGNMENT

This BILL OF SALE AND GENERAL ASSIGNMENT (this "Assignment") is made as of the ____ day of _____, _____, from the _____ (the "Transferor") a _____ having an address of _____ to the CITY OF NORWALK, CONNECTICUT (the "Transferee"), a body corporate and politic and a political subdivision of the State of Connecticut having an address of 125 East Avenue, Norwalk, Connecticut 06852-5125.

WHEREAS, in connection with the conveyance of the real property described on Exhibit A attached hereto (the "Real Property"), Transferor hereby conveys, transfers, sets over and assigns to Transferee all of Transferor's right, title and interest in and to all (i) personal property, if any, owned by Transferor located at the Real Property, including, without limitation, the personal property listed in Exhibit B attached hereto (collectively, the "Personal Property"); (ii) intangible assets of any nature relating to the Real Property or improvements located thereon (the "Improvements"), including, without limitation, all of Transferor's right, title and interest in and to all (a) warranties and guaranties relating to the Personal Property and Improvements in the possession of Transferor, (b) all licenses, permits, and approvals relating to the Real Property and the Improvements (but not any part thereof relating to other real property or improvements), and (c) all plans and specifications relating to the Real Property and the Improvements, in each case to the extent that Transferor may legally transfer or assign the same (collectively, the "Intangible Property"). Transferor represents and warrants to Transferee that Transferor is the true and lawful owner of the Personal Property and the Intangible Property and Transferor has not pledged, hypothecated or collaterally assigned any of the Personal Property or Intangible Property, and has not granted any lien, security interest or other encumbrance on any of the Personal Property.

Included, without limitation, in this assignment is a partial assignment of that certain construction warranty with respect to the Improvements given by _____ under Transferor's construction contract with _____.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Transferor does hereby sell, deliver, transfer, set-over and assign unto Transferee the Personal Property in its "AS IS" condition WITH ALL FAULTS, WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND OR NATURE OTHER THAN AS SET FORTH HEREIN, and the Intangible Property to have and to hold the same unto Transferee and Transferee's successors and assigns, forever.

Transferee hereby accepts the Personal Property in its "AS IS" condition and assumes the rights, title and obligations of owner of the Personal Property and the Intangible Property arising from and after the date of this transfer, to have and to hold the same unto it and its successors and assigns, forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Transferor has duly executed this Assignment as an instrument under seal as of the date first above written.

TRANSFEROR:

[_____]

By: _____
Name:
Title:

TRANSFeree:

[_____]

By: _____
Name:
Title:

EXHIBIT Q-1

FORM OF BILL OF SALE AND GENERAL ASSIGNMENT
(Site Improvements)

This BILL OF SALE AND GENERAL ASSIGNMENT (this "Assignment") is made as of the ____ day of _____, 200_, from the _____ (the "Transferor") a _____ having an address of _____ to the CITY OF NORWALK, CONNECTICUT (the "Transferee"), a body corporate and politic and a political subdivision of the State of Connecticut having an address of 125 East Avenue, Norwalk, Connecticut 06852-5125. Terms and phrases not defined herein shall have the meaning ascribed to them in the Master Development Agreement between Transferor and Transferee, dated as of the ____ day of _____, 200_ (the "MDA").

WHEREAS, Transferor hereby conveys, transfers, sets over and assigns to Transferee all of Transferor's right, title and interest in and to all (i) all Site Improvements (as defined in the MDA) (excluding those portions of any utility infrastructure maintained by any public utility or Governmental Authority other than the City of Norwalk or the First Taxing District, the "Personal Property"), and (ii) intangible assets of any nature relating to the Personal Property, including, without limitation, all of Transferor's right, title and interest in and to all (a) warranties and guaranties relating to the Personal Property in the possession of Transferor, (b) licenses, permits, and approvals relating to the Personal Property (but not any part thereof relating to other real property or improvements), and (c) plans and specifications relating to said Site Improvements, in each case to the extent that Transferor may legally transfer or assign the same (collectively, the "Intangible Property"). Transferor represents and warrants to Transferee that Transferor is the true and lawful owner of the Personal Property and the Intangible Property and Transferor has not pledged, hypothecated or collaterally assigned any of the Personal Property or Intangible Property, and has not granted any lien, security interest or other encumbrance on any of the Personal Property.

Included, without limitation, in this Assignment is a partial assignment of that certain construction warranty with respect to the Personal Property given by _____ under Transferor's construction contract with _____.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Transferor does hereby sell, deliver, transfer, set-over and assign unto Transferee the Personal Property in their "AS IS" condition WITH ALL FAULTS, WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND OR NATURE OTHER THAN AS SET FORTH HEREIN, and the Intangible Property to have and to hold the same unto Transferee and Transferee's successors and assigns, forever.

Transferee hereby accepts the Personal Property in its "AS IS" condition and assumes the rights, title and obligations of owner of the Personal Property and Intangible Property arising from and after the date of this transfer, to have and to hold the same unto it and its successors and assigns, forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as an instrument under seal as of the date first above written.

TRANSFEROR:

[_____]

By: _____
Name:
Title:

TRANSFeree:

CITY OF NORWALK, CONNECTICUT

By: _____
Name:
Title:

EXHIBIT R

DEVELOPER INSURANCE REQUIREMENTS

Commercial General Liability: \$1,000,000 combined single limit per occurrence for premises-operations, independent contractors' protective, products-completed operations, contractual liability, personal injury and broad form property damage (including coverage for explosion, collapse and underground hazards). Redeveloper shall continue to provide products completed operations coverage for three (3) years after the Substantial Completion of each Public Improvement.

Automobile Liability and Physical Damage Coverage: \$ 1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy shall include collision and comprehensive coverage for any auto used for purpose of this Project. When required by law, the policy shall be endorsed to include Form MCS-90, "Endorsement for Motor carrier Policies of Insurance for public Liability under Sections 29 & 30 of the motor Carrier Act of 1980".

Umbrella Liability: \$25,000,000 per occurrence following form.

Workers' Compensation and Employer's Liability: Workers' compensation Connecticut statutory limits. Policy shall include employer's liability for limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee. If Redeveloper decides not to procure workers' compensation in accordance with Connecticut law, the Redeveloper agrees to comply with the Connecticut Workers' Compensation Act (the "Act") requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the Workers' Compensation Commissioner. In lieu of providing Workers' Compensation insurance and providing the City with proof thereof, the Redeveloper agrees to hold the City harmless from any and all suits, claims and actions arising from personal injuries sustained by any of Redeveloper's workers during the course or performance of this Agreement, however caused.

Professional Liability: \$5,000,000 per occurrence for all professional services, including, without limitation, errors and omissions coverage, used for the Project, including but not limited to Construction Managers, Architects, Engineers, Environmental Consultants. Such coverage shall not be required of Redeveloper's Construction Manager if it does not provide design services, and any such insurance requirement shall be deemed satisfied if carried directly by the professional.

Property Insurance: Builder's Risk and/or All Risk insurance coverage on the Public Improvements and Private Improvements in the amount of 100% of the replacement cost for the period during construction and subsequent to transfer as required. If the policy is written on a Co-Insurance basis, the policy shall contain an Agreed Amount Endorsement. Policy shall include coverage for property damage, damage to existing property, boiler and machinery, rental income, business interruption, demolition, increased cost of construction, debris removal, expediting costs, extra expense, decontamination expense, protection and preservation of

property, professional fees, landscaping, offsite storage, transit, land and water contaminant or pollutant cleanup, removal, and disposal, mold, windstorm, earthquake, flood and waiver of subrogation.

EXHIBIT S

INTENTIONALLY DELETED

EXHIBIT T

LIST OF INITIAL PLANS

**[TO BE ATTACHED FOLLOWING SITE PLAN APPROVAL WHEN AGREEMENT IS
EXECUTED]**

EXHIBIT U

LIST OF GENERAL CONTRACTORS AND
CONSTRUCTION MANAGER CONSTRUCTORS

[TO BE ATTACHED WHEN AGREEMENT IS EXECUTED]

EXHIBIT V

FORM OF CERTIFICATE OF COMPLETION

KNOW ALL MEN BY THESE PRESENTS:

That the REDEVELOPMENT AGENCY OF THE CITY OF NORWALK hereby certifies that _____ has Substantially Completed (as defined in the Master Developer Agreement (as hereinafter defined)) the improvements described on Schedule A attached hereto, in accordance with the conditions and covenants contained in a certain agreement entitled “Master Development Agreement by and between the City of Norwalk, Connecticut, The Redevelopment Agency of the City of Norwalk and _____”, which agreement is dated _____, and recorded in the Land Records of the City of Norwalk, County of Fairfield and State of Connecticut, in Volume _____ at Page ____ (the “Master Development Agreement”).

IN WITNESS WHEREOF, the Redevelopment Agency of the City of Norwalk has caused this Certificate to be duly executed and its seal affixed by _____, its

Chairman, hereunto duly authorized, this ____ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

REDEVELOPMENT AGENCY OF
THE CITY OF NORWALK

By: _____
Its Chairman
Hereunto Duly Authorized

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

On this ____ day of _____, 20__, before me, _____, the undersigned officer, personally appeared _____, Chairman of the REDEVELOPMENT AGENCY OF THE CITY OF NORWALK, signer and sealer of the foregoing instrument and acknowledged the same to be the free act and deed of said Redevelopment Agency of the City of Norwalk, and _____ free act and deed as Chairman.

Commissioner of the Superior Court

Notary Public
My Commission Expires: _____

EXHIBIT W

PUBLIC GARAGE MAINTENANCE STANDARDS

Maintenance Plan and Schedule

a) **Maintenance Requirements.** Costs and expenses incurred by Operator with respect to Maintenance Requirements described herein shall be deemed Operating Expenses.

i) Operator shall operate the Premises in a safe, secure, professional, prudent, clean, and reputable manner. The Premises shall be operated and staffed in a manner generally consistent with the standards of first class parking facilities and in accordance with the standards set forth herein.

ii) Operator shall, as an Operating Expense, perform all routine, ordinary repairs, maintenance and cleaning, interior and exterior, necessary to keep the Premises in good and safe working order and condition as set forth in the attached documents: Parking Facility Maintenance Checklist (Exhibit W-1), General Procedures Maintenance Operations (Exhibit W-2), Daily/Weekly Facility Inspection (Exhibit W-3), Monthly Hazard Evaluation Checklist (Exhibit W-4), and Facility Safety Program Assessment Checklist (Exhibit W-5). Operator's routine, ordinary repairs, maintenance and cleaning, obligations shall include sidewalks, walkways, and curbs in front of or adjacent to the Premises, and the ramps, staircases, light wells and other appurtenances. All other maintenance and repairs are the responsibility of the Owner.

iii) Operator's maintenance and repair obligations set forth in Section (ii) above shall be performed by either Operator's personnel or subcontractors engaged by Operator as follows:

(A) Operator's personnel or Subcontractors

- General Cleaning
- Trash removal
- Power washing
- Scrubbing
- Sweeping
- Touch-up painting of curbs, islands and walls in entry and exit areas
- Replacement of light bulbs
- Parking equipment maintenance and repairs
- Elevator maintenance and repairs
- Installation of signage
- Painting (large projects or entire facility)
- Paving
- Striping
- Installation/replacement of light fixtures

- Plumbing repairs
- HVAC, pumps and coils (R&M)
- Security System (CCTV, call boxes, etc.)
- Electrical repairs (minor)
- Utility lines
- Sprinkler system repairs

To the extent any of the foregoing items in iii) (B) above are reasonably expected to involve an expenditure of more than \$50,000, such item shall be defined herein as a "Capital Improvement".

Operator shall neither commit nor suffer, and shall, as an Operating Expense, use all reasonable precautions to prevent waste, damage or injury to the Premises. Any repairs required of Operator shall be equal in quality and class to the original work and shall be made in compliance with the requirements of this Agreement.

- iv) Operator shall, as an Operating Expense, to the extent applicable to Operator's repair and maintenance obligations herein, comply with the Parking Garage Maintenance Manual, 4th Edition (or then-current edition, if a subsequent edition is published), issued by the National Parking Association, which in the absence of any higher standards of maintenance and repair under this Agreement shall be the standard for routine, ordinary maintenance and repair of the Premises required of Operator herein.
- v) Operator shall, as an Operating Expense, cause an architect or an engineer to conduct a conditions survey of the Premises on a biennial (*i.e.*, every other year) basis and shall submit to Owner such architect's or engineer's report, by December 31 of each biennial period, indicating the state of the condition of Garage structures, facilities, equipment and appurtenances, and identifying anticipated long-term, short-term and imminently needed repairs, replacements, upgrades and capital improvements. Operator shall give Owner thirty (30) days prior written notice as to the date(s) and time(s) such surveys are to be undertaken and Owner shall have the right to accompany the architect(s) and engineer(s) on such surveys. Operator shall have no responsibility for the accuracy of the survey findings or for making or paying for any repairs recommended in the surveys. However, Operator shall assist Owner, as Owner may require, in finding and selecting subcontractors acceptable to Owner to perform such work as recommended in the surveys. Owner shall be responsible for contracting with and supervising the work of any such subcontractors and Operator shall cooperate with Owner in that regard.
- vi) Operator shall not undertake any repair work other than routine, ordinary repairs required of Operator herein that do not affect the use of or access to the Premises for parking.
- vii) Operator shall, as an Operating Expense, keep clean and free from dirt, snow, ice, rubbish and obstructions, the sidewalks, grounds, parking facilities, plazas, common areas, vaults, chutes, sidewalk hoists, railings, gutters, alleys, curbs, the

Appurtenances or any other space, in front of, or adjacent to, the Premises.

viii) Owner and the City shall have the right to enter upon the Premises and make such repairs, replacements and capital improvements, at Owner's expense, ~~(or at the City's expense if such repair was made necessary by damage created by the Improvements or as a result thereof)~~, as may be necessary in order to maintain the Improvements and the use and operation thereof.

- b) **Procurement and Contracting Requirements.** Owner shall have the right to impose reasonable and customary requirements with respect to the procurement and contracting for repair and Capital Improvement work to be performed by subcontractors hired by Operator as required hereunder if such work is to be paid for with amounts requisitioned by Owner from the Renewal and Replacement Fund under the Indenture. Unless otherwise instructed by Owner, Operator shall obtain bids from at least three (3) independent qualified bidders acceptable to Owner in connection with such work. Operator shall not be entitled to any additional management fee or construction management fee in connection with the procurement and performance of such work. Operator shall obtain from contractors performing any such work lien waivers and other customary documentation and insurance acceptable to Owner in its sole discretion. Owner shall have the option, exercisable in its sole discretion, to perform such work directly or indirectly through other contractors acceptable to Owner. In such an event, Operator agrees to cooperate with contractors retained by Owner to perform such work and to cooperate with and provide access to the Premises to such contractors, such that they may perform such work.

PARKING FACILITY MAINTENANCE CHECKLIST

	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>	<u>QUARTERLY</u>	<u>SEMI-ANNUALLY</u>	<u>ANNUALLY</u>	<u>AS SCHEDULED</u>
<u>CLEANING</u>							
POWER SCRUBBING/SWEEPING ALL FLOORS		X			X		
PRESSURE WASHING ALL FLOORS	X						
TRASH PICK-UP (on-site & in facility)	X						
EMPTY TRASH RECEPTACLES	X						
STAIRS - FLOORS, HANDRAILS			X				
ALL GLASS INCLUDING WINDOW WALLS & DOOR FRAMES		X			X		
CLEANING OF GLASS IN HIGHLY TRAVELED AREAS		X					
DE-GREASING OF FLOORS USING HIGH PRESSURE WATER		X					
GENERAL REMOVAL OF COBWEBS, INFESTATIONS, ETC		X					
CLEANING OF ALL SIGNAGE AT ALL ENTRANCE AND EXITS							
POLICE OF PERIMETER OF FACILITY FOR DEBRIS	X						
ENTRANCE BARS	X						
REMOVAL OF ALL GRAFFITI	X						
SWEEPING OF LANES, ENTRANCE AND EXITS	X						
<u>DOORS AND HARDWARE</u>							
REVIEW DOOR CLOSERS, LOCKING AND LATCHING DEVICES		X					
REVIEW MECHANIZED DOORS		X					
REVIEW PANIC HARDWARE		X			X		
LUBRICATE MECHANIZED DOORS							
<u>LIGHTING</u>							
CHECK LIGHT FIXTURES	X						
RELAMP LIGHTING FIXTURES THAT HAVE BURNED OUT BULBS	X						
CHECK ILLUMINATED EMERGENCY AND EXIT SIGNS	X						
<u>SECURITY MONITORING SYSTEM</u>							
TEST ALL AUDIO CONTROL BOXES	X						
INSPECT ALL CCTV CAMERAS	X						

<u>LANDSCAPING</u>						
DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS SCHEDULED
						X
SPRINKLER MAINTENANCE						
MOWING						
<u>PAINTING</u>						
DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS SCHEDULED
						X
INSPECT ALL PAINTED SURFACES						
PREPARE AND REPAINT ALL PAINTED SURFACES						
RE-STRIPE ALL PARKING STALLS (including directional arrows)						
<u>PLUMBING</u>						
DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS SCHEDULED
						X
LAWN IRRIGATION						
X						
CHECK WASH						
X						
DRAIN WASHDOWN FOR WINTER CONDITIONS						
X						
REMOVE OIL FROM TRIPLE BASINS						
X						
CHECK FLOOR DRAINS						
X						
CHECK SUMP PUMPS						
X						
LUBRICATE SUMP PUMPS						
X						
CHECK FIRE PROTECTIVE SYSTEM						
X						
CHECK FIRE EXTINGUISHERS AND CABINETS						
<u>ROOFING AND WATERPROOFING</u>						
DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS SCHEDULED
CHECK FOR LEAKS						
X						
CHECK ROOFING MATERIAL DETERIORATION						
X						
CHECK PARKING DECK EXPANSION JOINTS						
X						
CHECK AND REPAIR ALL SEALANTS						
X						
(in concrete, window wall systems, doors, masonry, etc.)						
<u>SIGNAGE</u>						
DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS SCHEDULED
CHECK ALL SIGNS (replace as needed)						
X						
CLEAN ALL SIGNS						
X						

EXHIBIT W-2

GENERAL PROCEDURES MAINTENANCE OPERATIONS

Maintaining Quality Cleaning Standards: Achieving a clean facility and keeping it clean requires cooperation and supervision. It is essential that the facility is well-kept and clean 24 hours a day, 365 days a year. Quality inspection standards must be applied and maintained. Reliable, timely information about the cleanliness and condition of the facility must flow throughout the entire organizational structure.

Facility Inspection Checklists: The Facility Manager completes the following checklists:

- Daily Facility Inspection checklist
- Monthly Hazard Evaluation
- Annual Facility Safety Program Checklist

General Cleaning: Floor cleaning and maintenance should be accomplished by completing such tasks as policing; spot cleaning; wet mopping; sweeping and scrubbing large floor area; sweeping corners and inlets, between, beneath, in front of and behind parked cars; vacuuming. The goal of the cleaning program should be to clean the entire floor of each level of the facility at least once every week. Safety warning signs, "wet floor" signs, etc. should be set up in areas where cleaning and/or wet floor conditions may be hazard.

No dirt or debris should be left in corners, behind curbs, beneath parked vehicles or inlets, gum and other foreign matter should be removed during the policing and cleaning process. Observable dirt and debris beneath, in front of or behind parked vehicles, or other hard to reach areas should be picked up, swept by hand or vacuumed.

After floor cleaning activities, the floor area(s) should be sufficiently clean that they - at a minimum - are free of standing water, dirt, sand, debris, gum and other foreign materials, and present an appearance of overall cleanliness.

Signs, columns, railings, overhead pipes, curbs and fire hose containers should be checked for cleanliness. Railings throughout the facility should be wiped down weekly and washed monthly. Walls and ceilings in the facility should be cleaned at least twice annually. Signage should be inspected for integrity and operation. Any sign found missing or damaged should be reported to the manager. The surface of all signs should be cleaned and free of stains, streaks and other foreign substances. Surfaces should be wiped with a rag and cleaner to remove dirt, dust, etc. Light fixtures and illuminated signs throughout the entire facility should be checked for operation. Any lamps or signs that are not lit or illuminated should be reported to the supervisor. Trash receptacles and ashtrays should be emptied regularly.

Glass and other surfaces should be cleaned with a spray cleaner and wiped dry with a clean cloth. Glass surfaces should be clean and free of smudges, fingerprints and dirt spots. Cleaning the facility office and restroom should be accomplished by cleaning such tasks as: policing, spot cleaning, emptying and cleaning trash receptacles, wet mopping, sweeping and vacuuming.

The goal of the cleaning program should be to maintain daily and thoroughly clean twice weekly. Islands and adjacent entrance/exit lanes should be free of dirt, stains, gum and other foreign matter, and present an appearance of overall cleanliness.

Scheduled Maintenance

Power-Washing:

All garages will be scheduled for power-washing twice per year.

Sweeping/Scrubbing:

Sweeping/Scrubbing of all parking facilities will be done throughout the year as needed.

Crews will be periodically dispatched with a variety of equipment (i.e. hi-speed vacuums, blowers and rider scrubbers) to recover debris throughout the facilities.

Painting/Line-Striping:

Once a year the parking facilities will be evaluated to determine if painting of columns, curbs, railings, overhead pipes, stalls and directional arrows will be necessary. Based on our assessments, a schedule will be developed and the items will be addressed.

Snow-Removal:

Operator will have vehicles on-site with snow blades and snow blowers to maintain and remove snow during inclement weather. The facilities have priority to ensure that daily and monthly parkers will have convenient access.

General Maintenance:

Certain simple and minor maintenance jobs (i.e. light bulb replacement, hanging signage, replacing windows, basic carpentry) would be performed by skilled personnel.

Signage & Graphics:

As needed and/or required, signage and graphics will be designed and manufactured by a preferred vendor to avoid unnecessary delays.

EXHIBIT W-3

Daily/Weekly Facility Inspection

The Facility Manager or approved employee will complete the daily items. The Facility Manager will complete the weekly items (may not be delegated). Immediately address and document all items requiring corrective action. Retain completed checklists for review by Internal audit.

Dates for corrective action are required.

Name of person completing this form, and date completed, are required below each checklist.

Rating Evaluations: Y=YES N=NO X=Not Applicable (Place a mark in the appropriate box)

For every NO response, corrective action is required. Document (date and time) when the item has been corrected.

Daily Checklists

Monday				
CHECKLIST ITEM	Y	N	X	CORRECTIVE ACTION
1. Facility is free of debris and water accumulation (immediate corrective action required if no)				
2. Facility lighting is functioning properly (corrective action required if no)				
3. Emergency Exits are free from obstructions (immediate corrective action required if no)				
4. Bathroom facilities are clean and sanitary				

Completed By: _____ Facility Number: _____ Date/Time: _____

Tuesday				
CHECKLIST ITEM	Y	N	X	CORRECTIVE ACTION
1. Facility is free of debris and water accumulation (immediate corrective action required if no)				
2. Facility lighting is functioning properly (corrective action required if no)				
3. Emergency Exits are free from obstructions (immediate corrective action required if no)				
4. Bathroom facilities are clean and sanitary				

Completed By: _____ Facility Number: _____ Date/Time: _____

Wednesday				
CHECKLIST ITEM	Y	N	X	CORRECTIVE ACTION
1. Facility is free of debris and water accumulation (immediate corrective action required if no)				
2. Facility lighting is functioning properly (corrective action required if no)				
3. Emergency Exits are free from obstructions (immediate corrective action required if no)				
4. Bathroom facilities are clean and sanitary				

Completed By: _____ Facility Number: _____ Date/Time: _____

Thursday				
CHECKLIST ITEM	Y	N	X	CORRECTIVE ACTION
1. Facility is free of debris and water accumulation (immediate corrective action required if no)				
2. Facility lighting is functioning properly (corrective action required if no)				
3. Emergency Exits are free from obstructions (immediate corrective action required if no)				
4. Bathroom facilities are clean and sanitary				

Completed By: _____ Facility Number: _____ Date/Time: _____

Friday				
CHECKLIST ITEM	Y	N	X	CORRECTIVE ACTION
1. Facility is free of debris and water accumulation (immediate corrective action required if no)				
2. Facility lighting is functioning properly (corrective action required if no)				
3. Emergency Exits are free from obstructions (immediate corrective action required if no)				
4. Bathroom facilities are clean and sanitary				

Completed By: _____ Facility Number: _____ Date/Time: _____

Saturday				
CHECKLIST ITEM	Y	N	X	CORRECTIVE ACTION
1. Facility is free of debris and water accumulation (immediate corrective action required if no)				
2. Facility lighting is functioning properly (corrective action required if no)				
3. Emergency Exits are free from obstructions (immediate corrective action required if no)				
4. Bathroom facilities are clean and sanitary				

Completed By: _____ Facility Number: _____ Date/Time: _____

Sunday				
CHECKLIST ITEM	Y	N	X	CORRECTIVE ACTION
1. Facility is free of debris and water accumulation (immediate corrective action required if no)				
2. Facility lighting is functioning properly (corrective action required if no)				
3. Emergency Exits are free from obstructions (immediate corrective action required if no)				
4. Bathroom facilities are clean and sanitary				

Completed By: _____ Facility Number: _____ Date/Time: _____

Weekly Checklist

CHECKLIST ITEM	Y	N	X	CORRECTIVE ACTION
FACILITY				
1. Surface conditions are free of trip hazards; i.e. pot holes (action plan required if no)				
2. Absorbent is available and used on oil spots				
3. Curbs are intact and free of trip hazards (action plan required if no)				
4. Signage and mirrors are in place and visible				
5. All gate arms have adequate cushioning and are operating properly (action plan required if no)				
6. Cashier booths are in good condition with minimal reaching required (action plan required if no)				
7. Wet floor signs in use for pedestrian walkways on wet days and employees can locate signs if needed				
VALET & SHUTTLE				
8. All drivers wearing seat belts (observe)				
9. Unattended vehicles are locked or secured with a key valet				
10. Keys are removed from unattended vehicles (observe)				
11. Vehicle headlights on and drivers honking at blind corners to warn pedestrians (observe)				
OFFICE ENVIRONMENT				
12. Work space is clean and free of hazardous conditions				
13. Surfaces are dry and slip-resistant				
14. Aisles and passageways are clear				
OTHER (Unsafe Acts or Practices)				

Facility Manager: _____ Facility Number: _____ Date/Time: _____

EXHIBIT W-4

Monthly Hazard Evaluation Checklist

This checklist can be used to perform monthly hazardous evaluations of the facility. The following ratings are provided to evaluate the checklist items below. The completed checklist should be stamped by the time clock to document the inspection date.

Rating Evaluations: S=Satisfactory U=Unsatisfactory N=Not Applicable

If an item is unsatisfactory, the following ratings are provided to determine when action is needed.

Prioritization of Action: U1=Immediate U2=Within 48 Hours
U3=Within 1 Week U4=Abatement Plan

CHECKLIST ITEM	S	U	N	ACTION
EMERGENCY ACTION PLAN				
1. Security systems are maintained and tested regularly.				
2. Emergency telephone numbers are posted where they can be readily found in case of an emergency.				
3. The Emergency Action Plans are reviewed with the employees periodically.				
4. Building plans that show emergency exits are posted throughout the buildings.				
5. Employees know their responsibilities in:				
a. Reporting an emergency				
b. During an emergency				
c. Responding to injuries				
4. The local fire department is well acquainted with the facility location and specific hazards.				
5. The fire alarm system is tested annually.				
6. The automatic sprinkler system water control valves, and air and water pressure are checked periodically.				
7. Fire extinguishers are tested and properly maintained.				
8. Employees are instructed in the safe and proper use of fire extinguishers.				
EMPLOYER POSTINGS				
1. The OSHA poster "Safety and Health Protection on the Job" is displayed in a location where employees are likely to see it.				
2. The OSHA 300 log is posted for a one-month period in March.				
3. The state-required workers compensation posters are displayed in a location where employees are likely to see them.				
4. Where an employee may be exposed to toxic substances or harmful physical agents, information has been posted or made available to the employee to obtain:				
a. Medical Help.				
b. Exposure Records.				
c. Material Safety Data Sheets.				
CHECKLIST ITEM	S	U	N	ACTION

5. There are signs posted concerning:				
a. Room Capacity.				
b. Microwave or other harmful radiation or substances in use.				
c. Industrial Welfare Commission orders regulating wages, hours and working conditions.				
d. Discrimination in employment prohibited by law.				
e. Unemployment and disability insurance.				
f. Payday.				
FACILITY				
1. All exits are marked with an exit sign and illuminated by a reliable light source.				
2. Doors, passageways or stairways that are neither exits nor access to exits and which can be mistaken for exits are appropriately marked: NOT AN EXIT.				
3. All exits are kept free of obstructions.				
4. Garage condition and lighting in the following areas is adequate:				
a. Stairs				
b. Entrance				
c. Ramps				
d. Corners				
e. Curbs				
f. Parking and pedestrian areas				
g. Elevator lobbies				
h. Emergency lighting				
6. Signage is proper				
a. Height restrictions are clearly indicated.				
b. Signs facilitate quick patron movement in and out of the facility.				
c. The locations of elevators and stairs are clearly indicated.				
d. The location of any duress alarms is clearly marked.				
7. Manlifts				
a. On each floor where employees enter and exit, signs are posted that state the procedures for using the manlift.				
b. Stripping or other means is used to bring attention to the manlift area.				
c. Exits and entrances are brightly lit.				
d. Signs are posted which state that the manlifts are for trained personnel only.				
e. Employees using the manlift have been trained.				
8. Proper tools are available to address hazards associated with snow and ice.				
9. Oil and gasoline spills have been addressed properly.				

CHECKLIST ITEM	S	U	N	ACTION
10. Booths				
a. Booths are well lighted.				
b. Booths are maintained in a neat and orderly manner.				
c. Booths are equipped with locks that are adequate and easy to use.				
d. Booths are equipped with a telephone or duress alarm.				
e. Duress alarms are tested at least monthly and the test results are documented.				
f. Drop Safes				
1) The safes are adequate for the funds being stored.				
2) The attendant does not have the key to the safes.				
3) The safes are bolted to the floor.				
4) Signs are posted on the safe to indicate that the attendant does not have the key to open the safe.				
g. If patron keys are stored in the booth, the keys cannot be reached from outside the booth.				
h. Appropriate work space heaters are used.				
VEHICLE SAFETY				
1. Vehicle maintenance is performed according to manufacturer's recommendations.				
2. Handicap lifts work properly.				
3. Luggage racks are secure.				
4. Management observes drivers to confirm adherence to safe driving practices.				
5. Valet Services				
a. Valet keys are secured				
b. Blind spots are addressed				
c. Management observes drivers to confirm adherence to safe				
OTHER				

Facility Manager: _____
Number _____

Facility

TIME/DATE STAMP ONLY:

EXHIBIT W-5

Facility Safety Program Assessment Checklist

Facility managers can use this checklist to assess the quality of the safety program at each facility. The following ratings are provided to evaluate the checklist items below.

Rating Evaluations: S=Satisfactory U=Unsatisfactory N=Not Applicable

If an item is unsatisfactory, the following ratings are provided to determine when action is needed.

Prioritization of Action: U1=Immediate U2=Within 48 Hours
U3=Within 1 Week U4=Abatement Plan

The completed form should be provided to the Senior Manager for Urban locations and the Regional Manager for Airport locations. The Senior Manager or the Regional Manager should follow up on any deficiencies found in the assessment. If a Facility Manager is not available or capable of completing the assessment, the Senior Manager for Urban locations and the Regional Manager for Airport locations must complete the assessment.

CHECKLIST ITEM	S	U	N	ACTION
1. Safety program training has been completed.				
2. Safety program certification of Implementation form has been completed.				
3. The signed acknowledgment of the Code of Safe Practices is in each employee file.				
4. Daily inspections of the facility are completed and documented.				
5. Monthly hazard evaluations of the facility are completed and documented.				
6. Safety meetings are held and documented.				
7. Employees receive safety initial safety training.				
8. Employees receive continuous training that is specific to the hazards to which they are exposed.				
9. A workplace hazard assessment that identifies the need for personal protective equipment has been completed.				
10. A job safety analysis has been performed on those jobs that have caused injuries or have the potential to cause an injury.				
11. Injury and incidents are fully investigated and documented.				
12. Claims are reported to Special Risk Services or the insurance carrier in a timely manner.				
13. An OSHA 300 Log is maintained at the facility and posted as required.				
14. State and federal required postings are displayed.				
15. Progressive discipline action is taken when an unsafe act is observed.				

CHECKLIST ITEM		S	U	N	ACTION
16. Vehicle Safety Program					
a. Motor Vehicle Records are obtained and evaluated annually.					
b. Motor Vehicle Records are provided to risk management annually.					
c. Valet Attendants have completed the Valet Attendant Training Course.					
d. Shuttle Bus Drivers have completed the Shuttle Bus Drivers Training Course.					
e. Drivers of vehicles that carry more than 15 passengers have completed the Fleet Safety Compliance for Drivers with Commercial Drivers License Course.					
f. On a random basis, management accompanies employees while driving to confirm that they are adhering to safe driving practices.					
g. Vehicle maintenance is performed in accordance with the manufacturer's recommendations.					

Facility Name: _____ Facility Number: _____

Completed By: _____ Date Completed: _____

EXHIBIT X

LIST OF LEP FIRMS

Jeff Brown (860) 345-4578
ECS Marins
7 Island Dock Road
East Haddam, CT

Michael Nelson	office	(908) 688-7800
Nat Canaan		
The Hillman Group	fax	686-2636
1600 Route 22 East	e	mnehlsen@hillmanngroup.com
Union, NJ 07083	cell	(908) 377-5644

Bob LaMonic
GZA
27 Nake Road
Vernon, CT 06066
(203) 256-8016

Brent Fitteron (203) 324-2222
Hygenic, Inc.
49 Woodside Street
Stamford, CT 06902

Geodesign 203-758-8836
984 Southford Road
Middlebury CT 06762

Jeff Lennox (203) 929-8555
Leggette, Brashears & Graham, Inc.
4 Research Drive
Suite 301
Shelton, CT 06484

EXHIBIT Y

LIST OF ACQUISITION PROPERTY AS OF THE DATE OF THIS AGREEMENT

[TO BE ATTACHED WHEN AGREEMENT IS EXECUTED]

EXHIBIT Z

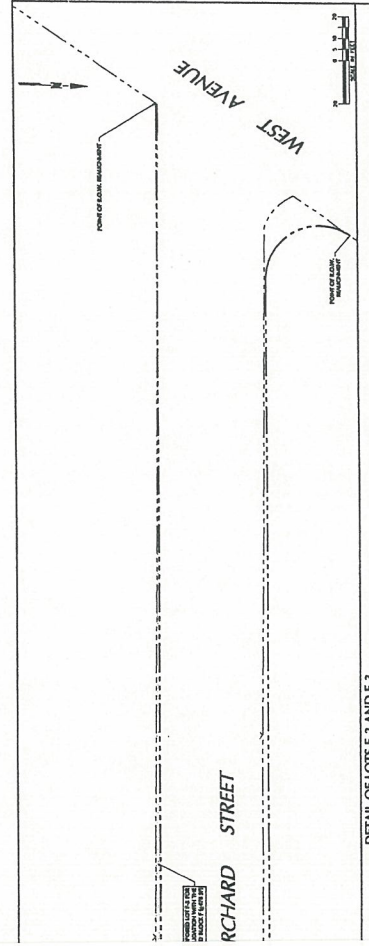
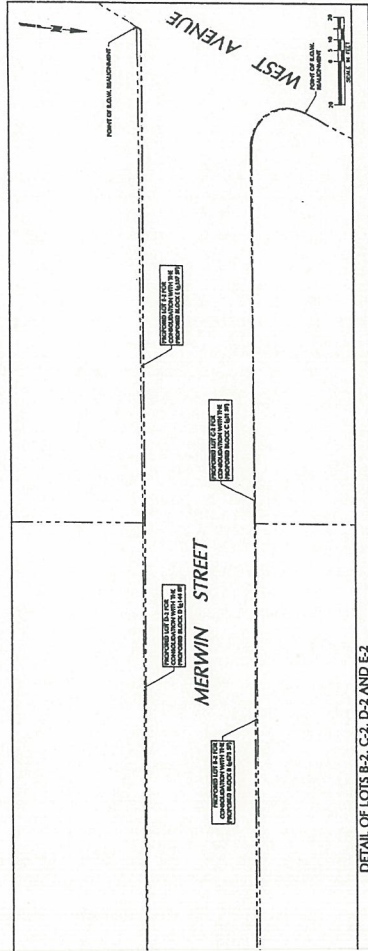
DISCLOSED LEGAL PROCEEDINGS

**[FOLLOWING STATUS AS OF NOVEMBER 14, 2008 – TO BE UPDATED WHEN
AGREEMENT IS EXECUTED]**

CITY: NONE

AGENCY: NONE

REDEVELOPER: NONE



LEGEND	
-----	PROPERTY LINE
-----	RIGHT OF WAY
-----	CONSIDERATION WITHIN
-----	CONSIDERATION WITHIN
-----	CONSIDERATION WITHIN

Street-Works Development & Consulting Group 100 Main Street, Suite 100 Westport, CT 06881 Tel: 203.938.1111 Fax: 203.938.1112 Email: info@street-works.com		ELANGAN Engineering & Landmark 100 Main Street, Suite 100 Westport, CT 06881 Tel: 203.938.1111 Fax: 203.938.1112 Email: info@elangan.com	Project: WAYPOINT Drawing: EXH. AA Date: 10/1/2011 Drawn: J. L. Langan Checked: J. L. Langan Approved: J. L. Langan Scale: 1" = 100'
Date: _____ Description: _____ Revision: _____		PORTIONS OF PUBLIC STREETS TO BE DISCONTINUED WAYPOINT CONSIDERATION WITHIN	

EXHIBIT AA

MAP OF STREETS TO BE ABANDONED,
DISCONTINUED, REALIGNED OR RECONFIGURED

EXHIBIT BB

REDEVELOPER OWNERSHIP CHART

**[STATUS AS OF NOVEMBER 14, 2008 – EQUITY INVESTOR(S) AND/OR ESTATE
PLANNING CHANGES MAY BE MADE BEFORE AGREEMENT IS EXECUTED]**

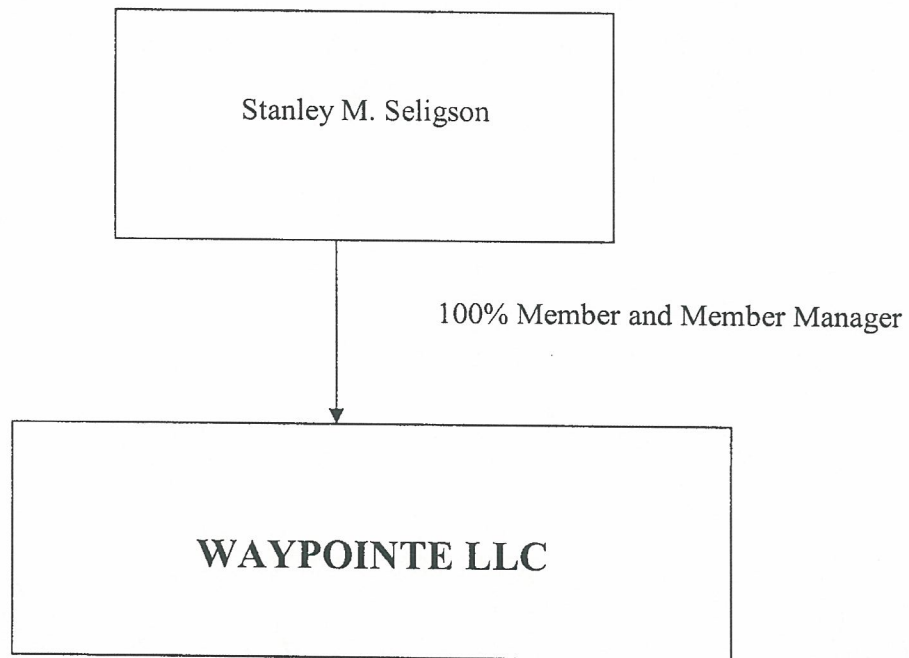


EXHIBIT CC

TITLE EXCEPTIONS

1. This Agreement, as it may be amended from time to time.
2. Any applicable Condominium Declaration.
3. Easements and agreements reserved and/or granted in accordance with the terms of this Agreement.
4. The terms, conditions, and provisions of the Redevelopment Plan.
5. Any laws, Zoning Regulations and regulatory requirements imposed by Governmental Authorities.
6. The lien of non-delinquent real property taxes.
7. The terms, conditions and provisions of any Declaration of Restrictions
8. [List individual items from title searches that will survive merger of the Property in the Redeveloper.]

EXHIBIT DD
MINIMUM RENTABLE SQUARE FOOTAGES BY USE

BLOCK	BLDG	USE								
		RETAIL	RESIDENTIAL	RESIDENTIAL (units)	OFFICE	PRIVATE PARKING	PUBLIC PARKING	SERVICE AREAS*	Accessory Community Use	Building Totals
A	A-1		3,585	3				200	1,580	5,385
	A-2	58,545						1,110		59,655
	A TOTAL	58,545	3,585	3		6	330	1,310		
B	B-1	29,156	223,185	140				3,260		255,601
	B-2							1,520		1,520
	B-3		24,040	14						24,040
	B TOTAL	29,156	247,225	154		244	416	4,780		
C	C-1	25,280			15,980					41,260
	C-2	53,480						1,370		54,850
	C TOTAL	78,760			15,980			1,370		
D	D-1	28,623	174,400	179				2,975		205,998
	D-2							1,910		1,910
	D-3		15,755	10						15,755
	D-4		6,895	4						6,895
	D TOTAL	28,623	197,050	193		169	313	4,885		
E	E-1	23,742			76,070			2,720		102,532
	E-2	72,832						2,015		74,847
	E TOTAL	96,574			76,070		114	4,735		
F	F-1	129,054						7,805	2,330	139,189
	F-2	7,753							1,940	9,693
	F-3	106,535			35,950			3,800		146,285
	F-4	3,485								3,485
	F TOTAL	246,827			35,950		1,037	11,606	4,270	
USE	TOTAL	538,485	447,860	350	128,000	419	2,210	28,686	5,850	

Notes to Minimum Rentable Square Footages by Use Chart:

Square footages are rentable square feet

Church is Existing improvement

*Service Areas are illustrative only and need not be built

6 Parking Space on Block A noted as "private parking" may be available to residential use per an arrangement described Paragraph 9 of the Condominium Term Sheet attached as Exhibit EE

Public Parking is Parking Garages and is for informational purposes

Block F retail figures included proposed health club

EXHIBIT EE

CONDOMINIUM TERM SHEET

1. Condominiums

Each of the following blocks (or combination of blocks) will comprise one condominium:

Block A

Block B

Block D

Block E

Block F

These blocks and the proposed improvements are shown on the Master Site Plan.

2. Allocated Interests (Interest in Common Elements, Liability for Common Expenses and Votes in Association)

- Base on relative square footage
 - Residential Units (individual dwelling units) - typical measurement (paint to paint)
 - Commercial Units (including Apartment Unit) – BOMA rentable (or BOMA usable with adjustment factor)
 - Municipal Unit (public parking garage space) – Use 1/3 of BOMA rentable (or BOMA usable with adjustment factor)
- Allocate 1 share for each 100 square feet (rounded up) (facilitates voting)
- See governance paragraph below

The factor (1/3) used to calculate the Allocated Interests for Municipal Unit is subject to reasonable review and approval by the City and the Redeveloper, based on an overall intention to avoid subsidization by the Municipal Unit of other Units.

3. Number of Units in each Condominium

- If all retail space is on one floor (or 2 or more contiguous floor plates), it will comprise 1 Unit; otherwise, for ease in describing boundaries, retail space may be divided into more than one Unit
- Office will be treated the same as retail space

- With respect to apartments, all residential square footage in a building containing apartments will constitute one Commercial Unit (i.e., lobbies, corridors, dwellings, etc.), although some noncontiguous spaces may be LCEs (i.e., elevators, elevator shafts, common residential facilities located on floors without dwellings, etc.) (an “Apartment Unit”)
- With respect to “for-sale” dwelling units (e.g., currently anticipated to be dwellings in Buildings B1 and B3, but could also include dwelling units in Buildings D3 and/or D4), individual dwelling units will constitute individual condominium Units (“Residential Units”) (with remainder of the residential portion of the applicable building either individual Limited Common Element (“LCE”) to particular Residential Units or Building LCE to all Residential Units in the building).
- Small 2-story residential building on Block A may be incorporated into the Block A Condominium or the land on which it is located may be subdivided from Block A (or, through sequencing and elimination of lot lines may otherwise be located on a separate lot) and developed outside the Block A Condominium
- Buildings A2, D1, D3, D4, F1, F3 (and if included, the small residential building on Block A) may also be treated as separate Units; (if so treated, it is anticipated that they would be described as air space units whose boundaries are the surface of the land (or elevation of the surface of the land) up to the heavens, with the planes of the exterior surfaces of the exterior walls being the vertical boundaries, with penetrating structures and land beneath (to the extent nothing else is located within such land below it) being LCE allocated to those Units, and with an assigned square footage that would equate to the BOMA rentable). An alternative would be to designate the interior space as Unit and the exterior portions of the building an LCE to such Unit. Boundaries may be modified as appropriate to account for design.
- Community Amenity (open to the public for museum space, etc.) will be Common Element and may be administered by the Block Condominium Association in which it is located or by a master association.
- Treatment of Parking Garages
 - Public portion of garage – Municipal Unit
 - Lowest level of garages in Block B and Block D will include individual LCEs to Residential Units and/or Apartment Units; the treatment of the remainder of the lowest level of the garage will depend upon use (i.e., mechanical rooms may be LCE to Units which they may serve; travelways may be LCE to the Residential Units and Apartment Unit who are allocated LCE parking spaces) but since it is fully private, no costs of operating or maintaining the interior (including any systems within it that aren’t shared by the other portions of the garage) will be borne by Units other than the Municipal Unit. Exhaust shafts and other shafts servicing the residential garage and traversing the public garage will be treated as LCEs to the units benefited.
 - Block E includes an underground garage below Building E1 and a portion of Building E2. All parking will be part of the Block E Municipal Unit.
 - Block F includes an underground garage below Buildings F1 and F2, with above-ground second, third and rooftop level parking as part of Building F2. All parking

will be part of the Block F Municipal Unit. A retail Unit and community amenity are also located on the street level of Building F2.

4. Maintenance and Repairs

- Units: by Unit Owner
- Whenever possible, buildings will be treated separately.
 - E.g., Buildings A2, B1, B3, D1, D3, D4, E1, E2, F1, F2 and F3 (and the small residential building on Block A) appear self-sufficient (with the exception of underground parking being located below some of those buildings which provides support to the above-ground buildings):
 - For any such building not designated as a separate Unit, it is anticipated that portions of each of those buildings other than Units contained therein and LCE's allocated to less than all Units in the Building will be LCE to all Units in the particular building, and the expense of maintenance, repair, replacement and improvement of such building will be shared by those Units in proportion to their relative liability for Common Expenses. However, it is anticipated that any Municipal Unit (or portion thereof) which is located solely beneath any private building (such as D1, E1, E2 or F1) shall not be considered as a Unit in such private building for purposes of application of this concept.
 - If buildings are "separate" except for party walls or shared building systems (i.e., fire protection, etc.), they will be treated separately except for party walls and such systems, the party wall/shared systems will be LCEs to the Units benefited and the Units benefited will share the cost of maintenance, repair and replacement of same in proportion to their relative liability for Common Expenses. Any Municipal Unit (or portion thereof) which is located beneath or within any private building (such as D1, E1, E2, F1 or F2) may, depending upon final design, be considered as a Unit benefited with respect to one or more of these items.
- Cost of maintenance, repair and replacement of structural elements of parking garages that affect other elements of parking garages or buildings (i.e., structural columns that support portions of other Units or LCE's allocated to other Units) will be maintained by the Association, the cost of which will be a limited common expense allocated to the Units who benefit from same (i.e., Municipal Unit and any other Unit with LCEs in or on top of the municipal portion of the garage or Units located on top of the municipal portion of the garage, based on relative liability for Common Expenses). The documents shall contain appropriate easements for support and encroachments.
- Alley ways on Blocks A (between garage and Building A2), B (between garage and Building B1), D (between garage and Building D1), E (between Building E1 and Building E2) and F (between Building F1 and Building F2)
 - These will be CE's or LCE's (if they serve only particular Units)

- Association shall have maintenance, repair and replacement responsibility with costs as a CE or shared among the units to which they are allocated as LCEs in proportion to their relative Common Expense liability.
- Loading docks will be LCEs to the Units that they serve (none serve the Municipal Unit).
- Remaining portions of exterior land, recreation areas and entrance features to buildings (other than Municipal Units) included within condominium
 - Designate as LCE to one or more Units (other than Municipal Unit), with maintenance, repair, replacement and improvement by Association with cost to be allocated among Units to which the LCE is allocated
 - Costs of maintaining any recreation area shall be allocated to Units other than Municipal Units
- Underlying expense allocation philosophy of maximizing subsidy neutrality of Municipal Units by separating common expenses that are “discrete” to the Municipal Unit and its facilities and those that are discrete to other Units and buildings should carry through the Condominium Documents and budget process. A budget template will be provided for review and consideration by the City and the Redeveloper before finalizing Condominium Documents. In connection with finalization of design and Condominium Documents, the City and Redeveloper will work through some examples of costs and allocations for maintenance, repair and replacement of CE’s and LCE’s to confirm that allocations are reasonable relative to the Municipal Unit’s Common Element interest. DPW will review the mechanical/service aspects of the Condominium Documents for the Municipal Units.
- If the Association or any Unit Owner fails, within a reasonable time period, to make any structural repairs for which it is responsible and which materially affects the Municipal Unit, the Municipal Unit Owner shall be entitled to make such repair and be entitled to reimbursement therefor or to bring action against the Unit Owner or Association, as applicable.

5. Governance

- Association will be a non-stock Connecticut corporation as customarily utilized in CIOA regimes. A master association also may be considered by the parties, given that there are expected to be 4 associations which include Municipal Units (and possibly associations on each of Blocks C and E which do not include Municipal Units) and there may be overlap of services and economies in doing so; provided, however, that a master association shall not materially affect the rights and obligations of a Municipal Unit owner expressed herein or in the final Condominium Documents.
- Establish Classes of Units
 - Classes may be of two types:

- Designation of classes may be function of separate buildings (i.e., all units in each of Buildings A2, B1, B3, D1, D3, D4, E1, E2, F1, F2 and F3 may form a particular unit class in their respective condominiums)
- Designation of classes may also be a function of types of uses (i.e., all Residential Units may constitute a unit class, an Apartment Unit may constitute a Class, a Municipal Unit may constitute a Class, Retail Units may constitute a Class, Office Units may constitute a Class)
 - E.g., under the current design, classes could be comprised as follows:
 - Condominium A: Municipal Class and Retail Class⁶
 - Condominium B: Municipal Class, Building B3 Class and Building B1 Class
 - Condominium D: Residential Class⁷, Municipal Class, Retail Class, and Building D1 Class
 - Condominium E: Municipal Class, Retail Class, Office Class
 - Condominium F: Building F2/F3 Class, Building F1 Class, Building F2/F3 Retail Class and Municipal Class
- The City and the Redeveloper will work together in determining the final classes, to accommodate the dual objectives of fairness and self-governance and to maximize subsidy neutrality of the Municipal Unit with respect to facilities that do not benefit it.
- Establish Class Voting for Members of Executive Board and Standing Committees of Executive Board (with Class Committee jurisdiction over matters unique to the Class, such as adoption and amendment of budgets for common expenses unique to the Class (i.e., maintenance, repair, replacement, improvement and reserves with respect to LCEs allocated to Units in that Class, Rules and regulations of LCEs allocated to the Class, imposing fees for use of LCE's allocated to the Class, alterations of Units within such Class, establishing a mandatory lease addendum for any Residential Unit Class, etc.). Some examples of potential class voting are as follows:
 - Condominium A
 - 3 member board, 2 elected by Retail Class⁸ and 1 elected by Municipal Class
 - Condominium B
 - 5 member board, 2 elected by Building B3 Class, 2 elected by Building B1 Class and 1 elected by Municipal Class

⁶ If the small residential building on Block A is included in the Block A Condominium, it will be part of the Retail Class (which will be renamed).

⁷ If these units are operated as an apartment, it would be an Apartment Class

⁸ See Footnote 1

- Building B1 Class Committee: comprised of 2 Executive Board members elected by that Class and 1 of the Executive Board members elected by Building B3 Class
 - Building B3 Class Committee: opposite of Building B1 Class Committee
- Condominium D
 - 5 member board, 2 elected by Residential Class, 2 elected by Building D1 Class and 1 elected by Municipal Class
 - Building D1 Class Committee: comprised of the Executive Board member elected by that Class and 1 of the Executive Board members elected by Residential Class
 - Residential Class Committee: comprised of the opposite of Building D1 Class Committee
- Condominium E
 - 5 member board, 2 elected by Retail Class, 2 elected by Office Class, and 1 elected by Municipal Class
 - Building E1 Class Committee: comprised of 2 Executive Board members elected by Office Class and 1 of the Executive Board members elected by Retail Class
 - Building E2 Class Committee: opposite of Building E1 Class Committee
- Condominium F (with Block F1)
 - 5 member board, 2 elected by Building F2/F3 Retail Class, 2 elected by Building F1 Class, and 1 elected by Municipal Class
 - Building F1 Class Committee: comprised of 2 Executive Board members elected by that Class and 1 of the Executive Board members elected by Building F2/F3 Retail Class
 - Building F2/F3 Class Committee: comprised of all Executive Board members elected by Building F2/F3 Retail Class and Municipal Class
 - With respect to matters affecting only Retail Class Units, only a majority vote is needed;
 - With respect to matters affecting Municipal Unit units, majority vote is required but must include affirmative vote of Municipal Class member of Committee
- Executive Board acts by majority vote of Executive Board members present at any meeting at which a quorum is met at the inception of the meeting (majority of members), other than
 - 75% vote (including Municipal Class Executive Board member) to amend Bylaws
 - Municipal Class Executive Board member's vote is required with respect to following actions:

- Adoption by Executive Board of portions of the budget affecting Common Expenses in which Municipal Unit shares liability
 - Cause additional improvements to be made to the Common Elements (if the Municipal Unit will share in the liability for Common Expenses attributable thereto)
 - Acquire, hold, encumber and convey any real property in the Association's name
 - Grant easements over the Common Elements that have a material effect on the Municipal Unit
 - Amending indemnification provisions of Bylaws
 - Establish committees of Directors, permanent and standing, to perform Executive Board functions (other than those established under the Declaration) (i.e., the Class Committees referred to above)
 - Any action, in addition to those specified above, which fundamentally affects the rights or obligations of the Municipal Unit by: (i) materially diminishing rights accorded; or, (ii) materially increasing the obligations imposed upon the Municipal Unit in the Condominium Documents, as contemplated by the "materiality" provisions following in this Section 5.
- Class Committees act by majority vote of Committee members present at a meeting at which a quorum is met at the inception of the meeting (majority of Class Committee members)
 - However, majority vote of Building F2/F3 Class Committee must include Municipal Class Committee member vote on matters which affect the Municipal Unit
- Unit Owners vote by majority vote (based on relative square footage, as noted above) (at any meeting at which a quorum (whoever shows up) is met), however:
 - Executive Board members are elected as noted above
 - 80% vote (including the Municipal Unit) needed to terminate condominium, encumber common elements, assign Association income, determine not to rebuild following casualty
 - 80% vote (including the Municipal Unit and including Units not owned by the Declarant) to increase number of Units (beyond any Development Rights reserved) or create any new Development Rights or Special Declarant Rights
 - 95% vote to prohibit or materially restrict permitted use or occupancy of a Unit or number or other qualifications of persons who may occupy Units
 - 67% vote to otherwise limit activities within a Unit or Common Elements (but no limitation on activities within Municipal Unit without its vote)
 - Budget presented by the Executive Board is adopted unless majority of unit owners vote to reject it
 - Note: Committees, not Executive Board, adopt budgets for their unique issues (since the respective Class bears all such expenses), and Executive Board "adopts" what the Committees adopt

- 67% vote to amend Declaration, but 67% vote (including Municipal Unit) is required for any amendment of a provision regarding:
 - Assessments (but if 67% threshold is reached without Municipal Unit vote, Municipal Unit vote is necessary only if the amendment increases the liability of the Municipal Unit);
 - Collection of Common Expense assessments less often than monthly;
 - Voting rights;
 - Responsibility for maintenance and repairs (but if 67% threshold is reached without Municipal Unit vote, Municipal Unit vote is necessary only if the amendment increases the responsibility or Common Expense liability of the Municipal Unit);
 - Reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;
 - Rights to use Common Elements and Limited Common Elements (but if 67% threshold is reached without Municipal Unit vote, Municipal Unit vote is necessary only if the amendment affects the rights of the Municipal Unit Owner, the use of the Municipal Unit as a public parking garage or increases the responsibility or Common Expense liability of the Municipal Unit);
 - Convertibility of Units into Common Elements or Common Elements into Units;
 - Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
 - Insurance or fidelity bonds;
 - Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
 - The powers and qualifications of Executive Board members;
 - Any provision which permits action only upon the affirmative vote of a percentage of Unit Owners that expressly requires the Municipal Unit vote be included in such percentage threshold; and

- Increases the powers of any Class Committee (but if 67% threshold is reached without Municipal Unit vote, such vote is necessary only if the amendment affects the rights of the Unit Owner of the Municipal Unit or increases the responsibility or Common Expense liability of the Municipal Unit).
- Documents will include typical eligible mortgagee provisions relating to notices regarding condemnation loss or casualty loss, delinquency in the payment of common expense assessments which remain uncured for a period of 60 days, lapse or cancellation of insurance coverage, and judgments rendered against the association, as well as approval rights regarding certain actions or amendments as are typical for CIOA condominiums.
- Also, consent of the applicable Municipal Unit owner, Executive Board member or Committee member is needed for any actions taken by the Association, Executive Board or Committee, respectively, or amendments of any of the Condominium Documents, which materially affects the interests of the Municipal Unit or the use of the Municipal Unit as a public parking garage, materially increases the liabilities or obligations of the Municipal Unit, or affects the parking layout of the Municipal Unit. Final list of actions and amendments requiring Municipal Unit owner, Executive Board member or Committee member approval will need to be confirmed with review of the actual Condominium Documents and shall be subject to additional reasonable requirements of the City, as well as any requirements regarding fundamental changes or fundamental matters that may be required (or foreseen as typical financing requirements) by Municipal Unit mortgagees. "Materiality" definitions will be reviewed as appropriate and consistent with intended operations as a municipal parking garage with minimal involvement by others.
- Mediation and arbitration will be considered with respect to disputes between Unit Owners or between any Unit Owner and the Association or Executive Board (other than with respect to collection of regular Common Expenses) prior to litigation.

6. Development Rights/Special Declarant Rights

- Declaration will include reservations of typical Development Rights: create units, common elements or limited common elements; subdivide units or convert units into common elements; withdraw real property (easement interests only) for purposes of providing utilities and the like to the condominium or other areas of Waypointe. These will facilitate the development of the Project as described in the Master Agreement and Conceptual Master Site Plan (as amended from time to time pursuant to the terms of the Master Agreement), and also enable the subdivision of Units for future sale.
- Declaration will include reservations of typical Special Declarant Rights: complete improvements indicated on exhibits to the Declaration, exercise any Development Right, maintain sales offices, management offices, signs advertising the condominium and models; use easements through the Common Elements for the purposes of making

improvements within the condominium; appoint or remove any officer of the association or any executive board member during the period of declarant control. Signage (other than general directional signage or otherwise included in the Public Improvements to be constructed by the Redeveloper in accordance with the terms of the Master Development Agreement) and advertising and descriptive materials prepared by the Redeveloper (including any public offering statement), to the extent they include reference to availability of Municipal Unit parking facilities (other than by general reference to inclusion of a municipal parking garage within the community), will be subject to the prior approval of the City, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, the City shall not take longer than ten (10) Business Days to review and respond to any such signage, advertising and descriptive materials submitted to it and failure to respond to such approval request (whether by disapproval, or reasonable request for information, clarification or necessary extension to review) within such period, may, upon written notice by Declarant to the City, constitute deemed approval.

- Period of Declarant Control:
 - Once the Municipal Unit is acquired, the Declarant will relinquish its right to appoint that Class's member on the Executive Board
 - Remaining control will be relinquished no later than required by the Connecticut Common Interest Ownership Act
 - During period of Declarant control, Declarant will provide six-month financial reports as required by §47-245(i) of CIOA
 - No association management agreement or other contractual agreement (other than as provided under the Master Development Agreement) will be entered in the name of the Association (or assumed by the Association) during the period of Declarant control which materially or adversely affects services provided by the Association to the Municipal Unit, affects the Municipal Unit differently than other Units in a manner not expressly permitted under the approved Condominium Documents or materially increases the liabilities of the Municipal Unit, without the prior approval of the City, which shall not be unreasonably withheld, conditioned or delayed.

7. Common Expenses

- Administrative costs of operating the Association and liability insurance will be common expenses, allocated among the Units based on their relative square footage subject, as to the Municipal Unit, and to be appropriately reflected in the Condominium Documents, to the subsidy neutral intentions of Sections 2 and 4, above. The final formulae for allocation of liability insurance premiums shall be reasonably acceptable to the Municipal Unit owner, in consultation with its risk managers, insurance advisor and/or insurers.
- Property Insurance, to the extent the premiums may be so allocated, will be assessed on a per building basis (on the theory that those are the units benefited by the insurance) (and assessed against the units therein on the basis of their relative Common Expense

liability), with the premium allocated to a parking garage to be assessed against the Municipal Unit and the Units to which the remaining parking spaces are allocated on the basis of risk or relative square footage of portions of the parking garage; or, if the Redeveloper and Municipal Unit Owner agree, they can be allocated among all Units on the basis of Common Expense liability. Replacement costs in excess of deductibles will be assessed against the Units benefited. The final formulae for allocation of property insurance premiums by buildings and risk shall be equitable, based on relative risk and cost and shall be reasonably acceptable to the Municipal Unit owner, in consultation with its risk managers, insurance advisor and/or insurers.

- There may be a start-up period after recording of the Declaration and conveyance of Units, before a “common expense assessment” is made by the Association, during which period the Declarant in lieu of adoption of the budget and monthly common expense assessments will not collect monthly common expense assessments, and instead will cover the normal operating costs of the Association. If this is done and the Municipal Unit has been conveyed to the City, the Municipal Unit shall be entitled to request summary financials on an annual basis, based on §47-245(i) criteria for financials, and the Declarant shall provide (and cover at its own cost) throughout such period all levels of service to which the Municipal Unit is entitled, under the Condominium Documents, including the applicable Budget(s) and the Master Development Agreement.

8. Subdivision of Units; Creation of Apertures; combination of Units; creation of upper tier condominiums

- These will all be allowed under the documents (except subdivision of individual Residential Units), subject to such restrictions to protect structural support and building systems
- Upper Tier condominiums:
 - An upper tier residential condominium may be created within an Apartment Unit or, if one of the separate buildings is a Unit, or contains only one Unit, an upper tier condominium may be created within it, subject to the following general criteria:
 - the subassociation unit owner’s vote in the Block Condominium Association will be exercised through the subassociation, and not individually by each subassociation unit owner, except that decisions such as those relating to repair of damage or termination of the Block Condominium, or dissolution of the Block Condominium Association, are voted on by the subassociation unit owners individually (i.e., each such subassociation unit owner gets a vote equal to the product of its vote in the subassociation multiplied by the subassociation’s vote in the Block Condominium Association)
 - If the master unit in which a subcondominium is created represents a separate class under the Block Condominium Association, the subassociation’s Board of Directors will elect from among them the Class’s representation on the Block Condominium Executive Board

- Any subassociation officer present at the Block Condominium Association meeting may cast the subassociation's vote
 - Mechanisms and text in the final Condominium Documents with respect to alterations and improvements to Units shall be subject to approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed; it being the intention of the parties that commercial Units (including, without limitation the Municipal Units) shall have the maximum flexibility with respect to Unit alterations and improvements without interference by any other Unit Owner, the Executive Board or any committee.
9. Use of Municipal Unit for Residential Parking
- To the extent permissible without impairing the tax exempt bond status of the Bonds, if requested by the Redeveloper and upon monetary and other terms acceptable to the City and the Redeveloper, a specified number of parking spaces in one or more of the Municipal Units may be subjected to an easement in favor of the Declarant or the association (which may be partially assigned to individual Resident Unit purchasers as to the right to use a specific number of parking spaces upon terms set forth in the easement agreement, and administered by the applicable Association) or to leases in favor of individual Residential Unit purchasers.
10. Operation of the Municipal Unit
- Exterior signage (i.e., identifying parking garage, directional signage and the like), garage entrance lighting, driveways, revenue control systems, infrastructure and fixtures serving solely the Municipal Unit shall constitute part of the Municipal Unit or LCE's allocated to the Municipal Unit (depending upon which makes the most sense and as shall be mutually agreed given location and aspects of design and engineering) and the Municipal Unit owner shall be responsible for operation, maintenance, repair and replacement thereof. Relocation of any such items (excluding driveways) from their original locations shall be permitted so long as they do not affect visibility of or access to other Units or the Common Elements and such relocation complies with all laws, ordinances and regulations, including zoning approvals or the application and interpretation thereof by the authorities or their staff responsible for same. Maintenance, repair and replacement standards applicable to the Municipal Unit will not exceed the standards for the City's maintenance, repair and replacement of Public Improvements under the Master Development Agreement.
 - With respect to the Municipal Unit, the Municipal Unit will have independent ability to implement and amend parking regulations and hours of operation to meet the needs of the City, reconfigure parking layouts, impose and collect fines for parking violations, set and amend parking rates, hours and days of service, and otherwise generally make operational and enforcement decisions with respect to the Municipal Unit as if a free-standing municipal parking garage (but subject to the terms of the Master Development Agreement and subject to non-interference with or by other Units and Common Elements).

- Each commercial Unit (including, without limitation, the Municipal Unit and the Apartment Unit) shall have reciprocal easements for maintenance, repair and replacement of its Unit and those portions of the LCEs for which it is responsible, subject to reasonable access restrictions prohibiting material interference with other Units, LCEs and use of the Common Elements and, except in the event of an emergency, reasonable notice requirements. Residential Units shall have such rights through the Association. The Condominium Documents shall include obligations of reasonable cooperation and coordination among the Unit Owners, the Association and the Declarant.

THIS TERM SHEET SETS FORTH THE PRINCIPAL GENERAL TERMS UPON WHICH ONE OR MORE CONDOMINIUM REGIMES MUTUALLY SATISFACTORY TO THE PARTIES WILL BE ESTABLISHED. THE PARTIES MAY MODIFY THESE PRINCIPAL GENERAL TERMS TO ACHIEVE MUTUALLY ACCEPTABLE DOCUMENTATION AS THE DESIGN OF THE PROPOSED PROJECT AND FINALIZATION OF THE GENERAL CONCEPTS EVOLVE, BUT IN ANY EVENT CONSISTENT WITH THE INTENT AND PURPOSE OF THE MDA. THE ACTUAL CONDOMINIUM DOCUMENTS WILL CONTAIN ADDITIONAL TERMS, RESTRICTIONS, EASEMENTS AND COVENANTS SIMILAR TO THOSE FOUND IN PROJECTS OF THIS SCOPE AND USE, AS SHALL BE ADAPTED TO THE FINAL GENERAL CONCEPTS AS AGREED UPON.

EXHIBIT FF

STAFFING

Estimated Staffing Needs for

Inspections

All figures in hours per week

	Schematic Design	Design Doc.	Construction Doc.	Building Permit	Demolition/Foundation	Building Superstructure	Building Skin	Mechanical and Trades	Conditional CO	Tenant Fit-Up	CO
Department of Public Works	0.50	0.50	1.00	Note 1	2.00	1.00	1.00	20.00	Note 3	5.00	Note 3
Fire Marshall	0.50	0.50	2.00	Note 1	0.00	0.00	0.00	0.00	Note 3	0.00	Note 3
Structural Systems	0.00	0.00	3.00	Note 1	Note 2	Note 2	0.00	0.00	Note 3	0.00	Note 3
Mechanical/HVAC	0.00	0.00	3.00	Note 1	0.00	0.00	40.00	40.00	Note 3	40.00	Note 3
Building	0.25	0.25	3.00	Note 1	0.00	0.00	40.00	40.00	Note 3	40.00	Note 3
Zoning	2.00	2.00	1.00	Note 1	0.00	0.50	0.50	0.00	Note 3	10.00	Note 3
	3.25	3.25	13.00	Note 1	2.00	1.50	81.50	100.00	Note 3	95.00	Note 3

Note 1: Issuance of the building permit would typically take 2 to 3 weeks for a project. A similar time frame would be expected for this project, assuming that all progress meetings had been held leading up to date of submission for permit.

Note 2: Special inspector to be engaged for the project. This is estimated to be a full time position. (This is in addition to the independent structural engineering consultant that may be required under Section 106.1.5.1 of the 2005 State Building Code, which consultant's fees are payable by the Redeveloper pursuant to the terms of the 2005 State Building Code (subject to inclusion as a Public Improvements Cost with respect to the Public Improvements)

Note 3: Conditional CO and CO require the inspection of the senior officer of each department. It is estimated that 4 hours will be required per week per person.

EXHIBIT HH

SITE IMPROVEMENTS MAINTENANCE STANDARDS

[TO BE ATTACHED PRIOR TO EXECUTION]

EXHIBIT II

CITY TRAFFIC IMPROVEMENTS

I.

	<u>Improvement/Fund Items(s)</u>	<u>Projected Cost</u>
-	Pine Street Extension Project – Right of Way Acquisition/Relocation/Demolition/Remediation	\$ 1,102,000.00
-	Reed Street Extension – Design & Engineering Costs	250,000.00
-	Design, Construction Administration & Stake-out Costs Related to Traffic Improvements	686,000.00
-	Redevelopment Plan Amendments, Legal Fees & Miscellaneous Costs	<u>225,000.00</u>
		<u>\$ 2,263,000.00</u>

II.

	<u>Improvement/Fund Items(s)</u>	<u>Projected Cost</u>
-	West Avenue Widening	\$ 1,839,000.00
-	Northbound Entry I-95 Ramp Improvement	101,000.00
-	Southbound I-95 Exit Ramp Improvement	155,000.00
-	Southbound I-95 & Northbound Route 7 Entry Improvement	246,000.00
-	Pine Street Extension Construction	454,000.00
-	Butler Street/Crescent Street Improvement	239,000.00
-	Reed Street Widening – West of West Avenue	448,000.00
-	Construction Contingency Fund (for all of the foregoing items in this Section II)	<u>650,000.00</u>
		<u>\$ 4,132,000.00</u>

EXHIBIT JJ

FORM OF MAINTENANCE BOND

[To be attached prior to execution of the Agreement]

EXHIBIT GG

ARTICLE IV. OUTDOOR DINING ORDINANCE [Proposed revision 1.09]

ARTICLE IV, Outdoor Dining [Adopted 5-24-2005] [Proposed revision 5.5.08]

§ 45-29. Definitions.

As used in this article, the following terms shall have the meanings indicated:

OUTDOOR DINING – Any outdoor café, sidewalk café, eating area or any food service accessory to a restaurant.

§ 45-30. Location restricted; permit and license agreement.

- A. Outdoor dining may be allowed only in specified zones of designated property for outdoor dining adopted by the Zoning Commission.
- B. Permit and license agreement
 - (1) Outdoor dining proposed to be located entirely on private property is required to obtain a permit from the Director of Zoning or his/her designee pursuant to the Norwalk Zoning Regulations.
 - (2) Outdoor dining proposed to be located on a public sidewalk or land must meet the following requirements:
 - (a) permit from the Zoning Department pursuant to the Norwalk Zoning Regulations;
 - (b) license agreement by and between the City of Norwalk and the applicant for utilization of City-owned property.
 - (3) The application for a license agreement and required zoning permit shall be coordinated by the Director of Zoning or his/her designee.

§ 45-31. Application for permit and license agreement.

An application for permit and license agreement to use public land for outdoor dining shall be filed with the Director of Zoning or his/her designee who shall determine whether the application complies with the following criteria:

- A. Outdoor dining may be located on public sidewalks in front of the indoor restaurant which operates the outdoor dining including without limitation, curbside outdoor dining, in which case the outdoor dining area may extend further than the actual street frontage of the operating restaurant when permitted to do so by the legal occupant of the space in front of which such extended portion is located. Such permission may be evidenced by written permission from such occupant, the existence of a provision permitting such use in such occupant's lease or occupancy agreement, by co-execution of the application under Section

45-31 by such occupant or by any common interest community association having authority with respect thereto under its governing documents or any other documentation from which it can be reasonably concluded that such occupant has agreed to such extension.

- B. Outdoor dining operation shall provide not less than five contiguous feet of sidewalk clear of obstructions to allow unimpeded pedestrian traffic. At street corner intersections there shall be a minimum of eight feet of unobstructed sidewalk. Obstructions shall include, but not limited to, light poles, traffic signal poles, fire hydrants, utility structures and street signs. Further, the location of outdoor dining cannot obstruct the clear sight distance for vehicles or access or crossings for the disabled.
- C. Outdoor dining operation shall meet all Building Code requirements and Zoning Code Regulations.

§ 45-32. Design standards.

- A. Outdoor dining on public land shall have an approved enclosure. All planters, railings, fences associated with outdoor dining must be approved by the Director of Public Works. Railings, fences or other enclosures shall not be more than 42 inches in height and must be anchored in a manner to prevent movement. Railings and fences must be removed from the sidewalk and stored indoors when outdoor dining is not in seasonal operation unless the Director approves otherwise. No modifications shall be made to City property without approval of the Director of Public Works.
- B. Furnishings for outdoor dining shall consist solely of moveable tables, chairs and decorative accessories. Furnishings must be kept in a state of good repair and in a clean and safe condition at all times.
- C. Awnings shall be adequately secured and retractable. Umbrellas over tables must be adequately weighted.
- D. Tables, chairs and all other furnishings or accessories may be left in place overnight during seasonal operation but shall be removed from the sidewalk and stored indoors whenever outdoor dining is not in seasonal operation. It shall be the responsibility of the licensee to secure furnishings and accessories that are left in place overnight.
- E. Busing stations, trash receptacles, food preparation stations and music shall not be permitted in the outdoor dining facility. Outdoor heaters shall be permitted only by approval of the Norwalk Fire Marshal or his/her designee.

- F. Outdoor dining shall be at the same elevation as the public sidewalk and any exceptions must be approved by the Director of Public Works. Paint, carpeting, artificial turf, platforms or other surfaces of any kind shall not be permitted at any time in the outdoor dining facility.
- G. No sign shall be allowed at any outdoor dining facility except for the name of the establishment on an awning or umbrella fringe. One menu board sign may be displayed within the area of the outdoor dining, mounted on an easel or other easily removable fixture. The sign shall not exceed six square feet.

§ 45-33. License agreement terms and other requirements.

- A. Anyone wishing to operate outdoor dining on public property must execute a license agreement by and between the applicant and the City of Norwalk.
- B. The Director of Zoning or his/her designee will coordinate a license agreement application with Public Works Department, Health Department, Police Department, Redevelopment Agency, Fire Marshal and Code Enforcement Department. In addition to meeting the requirements of this article, the applicant shall be responsible for providing additional information requested by any City Department for its review.
- C. Any requirements of other agencies which regulate restaurants or the public right-of-way must be adhered to, and the City of Norwalk shall incorporate any such requirements into the license agreements and shall not recommend a license agreement if the applicant has not received approvals for the operation from other agencies having any jurisdiction on its operation.
- D. Any license agreement shall not in any way excuse an applicant from complying with any applicable requirement imposed by the Liquor Control Act of the State of Connecticut. Consumption of alcohol on such property is permitted only in accordance with any liquor permit, provided that such public consumption shall not violate any other State statute, State regulation or municipal ordinance.
- E. The outdoor dining licensee must provide liability insurance in an amount determined by the Director of Finance, and must name the City as an additional insured in that policy.
- F. All permit and license agreement fees shall be nonrefundable. The permit fee shall be \$100 and the license agreement fee for the leasing of City property shall be \$2 per square foot of leased space.
- G. Outdoor dining license agreements shall be issued for an annual operation period from April 1 to November 1. Thereafter, the Director of Zoning or his/her designee may approve a renewal application and license agreement on an annual

basis, providing a request is made for the renewal and after an inspection of the premises has been completed.

- H. A performance bond shall be required as a condition of issuance of a license agreement in the amount of the license agreement fee.
- I. The City may deny a license agreement or a renewal license agreement to operate outdoor dining if the proposed licensee has a history of violations of any of the requirements governing outdoor dining, fails to correct any violations when duly noticed, violates the terms of the license agreement or has any tax delinquencies.
- J. A license agreement shall not be executed until all approvals are received.
- K. Any violations of the requirements governing outdoor dining, the terms of the license agreement or failure to correct any violations when duly noticed by the City shall be deemed separate offenses and subject to a fine of \$99.

§ 45-34. Operation and service requirements.

- A. Outdoor dining may operate during regular business hours of the restaurant operating the outdoor dining but no later than 11:00p.m. The license agreement shall be for all annual seasonal outdoor dining from April 1 through November 1.
- B. The licensee of outdoor dining is responsible for keeping the premises clean at all times, including the public sidewalk and other furnishings of the outdoor dining. At no time should trash or debris of any kind be blown, swept or otherwise deposited into the street. The presetting of tables with utensils, glasses, napkins, condiments and the like is prohibited.
- C. The City reserves the right and power to temporarily order the discontinuation of the operation of public outdoor dining at any time because of anticipated or actual problems or conflicts with the use of the sidewalk area. These situations include, but are not limited to festivals, parades, marches, road races, repairs to the street or sidewalk, or any other emergencies occurring in the area. To the extent possible, the licensee shall be given prior written notice of the time period during which operation of outdoor dining will not be permitted by the City, but failure to give notice shall not affect the right and power of the City to prohibit outdoor dining operation at any particular time.
- D. The City reserves the right and power to terminate the license agreement for any reason, including but not limited to, a violation of any provision of the article and/or the terms of the license agreement.
- E. Any aggrieved person may file an appeal to the Superior Court for the Judicial District of Stamford/Norwalk.

EXHIBIT LL

Parking Authority Ordinance Amendment

Chapter 73A, PARKING AUTHORITY

(HISTORY: Adopted by the Common Council of the City of Norwalk 2-26-2002. Amendments noted where applicable.)

§ 73A-1. Creation; powers and duties

There is hereby created, in accordance with the provisions of Chapter 100, Sections 7-202 to 7-212a of the Connecticut State Statutes, as amended (the "Chapter"), an authority known as the "Norwalk Parking Authority". The Norwalk Parking Authority (the "Authority") shall have all the powers and perform all the duties that are by law granted to or imposed upon parking authorities under and by virtue of the provisions of the Chapter, as it shall be amended from time to time, subject to the provisions of this ordinance.

§ 73A-2 Responsibility for parking facilities

A. The Authority shall have all the powers and perform all of the duties that are by law granted to or imposed upon parking authorities under and virtue of the provisions of the Chapter with respect to all City parking facilities. For the purpose of the chapter, "City parking facilities" shall mean lots, garages, parking terminals or other structures and accommodations for the parking of motor vehicles off the street or highway and open to the general public with or without charge, and off-street and on-street parking meters owned by the City wherever located, without limitation, including parking facilities and parking meters constructed subsequent to the effective date of this chapter, additions to or replacements of existing parking facilities and parking meters and parking facilities and parking meters within mixed-use facilities, including the property comprising the South Norwalk, East Norwalk and the Merritt 7 Railroad Stations and their related parking facilities, subject to the relevant agreements with the State of Connecticut. The areas included within the definition of this term are all buildings and improvements and all means of ingress and egress used to access and travel about within the railroad station facilities. Excluded from this definition is the property comprising the Rowayton Rail Station which is subject to an agreement with the State of Connecticut. [Amended 1-13-2004] **and any property now or hereafter located within the Waypointe Special Services District *, unless otherwise provided for by a separate agreement by and between the City and the Parking Authority.**

B. The Authority is hereby granted all net revenues earned from City Parking facilities on and after July 1, 2002, including, but not limited to, revenues from the lease, license or other use of any portion of the City parking facilities directly related to the parking of motor vehicles, revenues from parking meters and parking permits collected on or after July 1, 2002, and revenues from parking fines and penalties levied on or after July 1, 2002, plus any interest thereon. **Excluded from this provision are all revenues (including net revenue) generated from any parking facilities, parking meters and parking pay stations owned by the City located within the Waypointe Special**

Services District. For the purposes of this chapter, “net revenues” shall mean revenues less any and all related expenses incurred in generating revenues, including, but not limited to, contractual and other obligations of the City charged to the Authority, such as the cost of collecting and enforcing parking fines and penalties and an allocable share of expenses of City departments and City personnel providing services to the Authority. Net revenues shall be used by the Authority for any of its corporate purposes pursuant to the chapter, including, but not limited to, the acquisition, construction, expansion, improvement and equipping of City parking facilities, the operation and maintenance of City parking facilities, the establishment of capital and operating reserves and the payment of debt services on bonds issued by the City or the Authority pursuant to the provisions of the chapter. [Amended 11-12-2002]

C. The Authority shall assume all existing obligations of the City in connection with City parking facilities as of July 1, 2002, and any obligations which occur on or after July 1, 2002, which arise from City parking facilities. Nothing contained in the chapter shall be deemed to transfer any existing fee ownership interest of the City in any City parking facility, including the underlying land, air rights above or any easements through City parking facilities, to the Authority, and provided further, that control over parking meters within the City, including, but not limited to, the types, number and servicing thereof, shall be subject to the approval of the traffic authority of the City. [Amended 11-12-2002]

§ 73A-3 Members; terms, vacancies; residency

A. The Authority shall consist of five members to be appointed by the Mayor and confirmed by the Common Council, not more than three of whom shall be of the same political party.

B. Those first appointed shall be designated to serve one, two, three, four and five years respectively and thereafter a member shall be appointed to serve for five years, except that any vacancy shall be filled for the unexpired portion of the term. The Mayor and the Director of the Department of Public Works, or their designee, shall serve ex officio, on-voting members of the Authority.

C. No person shall be appointed or reappointed to the Authority unless a resident of the City.

§ 73A-4 Compensation of members

The members of the Authority shall serve without compensation but may be reimbursed for necessary expenses.

§ 73A-5 Organization; officers and employees

- A. The Authority shall organize and operate in conformity with the provisions of Section 7-203 of the chapter.
- B. The Authority shall annually elect one of its members as Chairman and shall elect one of its members as Vice Chairman. The Authority may also employ an Executive Director (who shall not be a member of the Authority), who shall serve at the pleasure of the Authority and have such duties and receive such compensation and benefits as shall be fixed by the Authority. The Executive Director shall be professionally qualified to carry out the purposes of the Authority.
- C. The Authority or its Executive Director, as directed by the Authority, shall have the sole right to employ, direct and control such persons as it deems necessary to carry out the purpose of the Authority. The selection, appointment, assignment of duties, compensation, benefits, termination, status and other terms and conditions of employment of its employees shall be under the sole jurisdiction of the Authority or the Executive Director, as authorized by the Authority. The Executive Director and other employees of the Authority shall not be considered employees of the City.
- D. The Authority or its Executive Director as directed by the Authority, shall have the sole right to select, direct and control such technical consultants, accountants, parking operators and other contractors as it deems necessary to carry out the purpose of the Authority. The selection, scope of services, compensation, termination and other terms and conditions of such contracts shall be under the sole jurisdiction of the Authority or the Executive Director, as authorized by the Authority.
- E. The Authority or its Executive Director, as directed by the Authority, may enter into agreements with the City to provide the Authority with various services to support the Authority. [Amended 11-12-2002]

§ 73A-6 Annual budget and reports

- A. On or before November 15th of each year, the Executive Director shall submit to the Authority a recommended annual budget for the Authority for the next succeeding fiscal year commencing July 1st and ending June 30th. The Authority shall adopt a proposed budget on or before December 15th of each year and submit the proposed budget to the Director of Finance on or before December 31st of each year, or on or before such other dates as departments of the City shall be required to submit budgets. The Authority's budget shall be submitted to the Board of Estimate and Taxation and the Common Council for consideration and adoption in the manner and on the same schedule as departments of the City. [Amended 11-12-2002]

B. The Authority shall contract for an annual independent audit and shall submit a copy thereof to the Mayor, the Board of Estimate and Taxation and the Common Council on or before the date of the submission of the City's audit for the same period.

§73A-7 Meetings

A. The Authority shall annually adopt a schedule of its regular meetings and file that schedule with the City Clerk. The Authority may hold special meetings on the call of the Chairman or any two members upon giving notice thereof to all members of the Authority at least 24 hours in advance of such meeting.

B. All meetings of the Authority shall be held in compliance with the applicable provisions of the Connecticut Freedom of Information Act, as amended. [Amended 11-12-2002]

§ 73A-8 Term of Authority

The Authority shall continue to exist until abolished by subsequent ordinance of the Common Council, which shall not be earlier than the repayment of all obligations of the Authority, including without limitation, the retirement of all outstanding indebtedness of the Authority, or the assumption of such obligations by the City.

§ 73A-9 When effective

This chapter shall take effect upon its adoption by the Common Council.

* **The actual name of this Special Services District may be changed before the Special Services District Ordinance is voted upon, pursuant to agreement of the Finance Director, the Agency's Authorized Representative and the Redeveloper; if the name is changed, corresponding changes will be made throughout this Ordinance.**

