TO: MEMBERS, PLANNING COMMITTEE OF THE COMMON COUNCIL

FROM: DOUG HEMPSTEAD, CHAIRMAN

DATE: JANUARY 14, 2010

RE: **MEETING NOTICE**

The next scheduled meeting of the Planning Committee of the Common Council will be held on Thursday, January 21, 2010, at 6:30 pm, in Room A300 in Norwalk City Hall. **Please Note The Time And Location.**

# PLANNING COMMITTEE OF THE COMMON COUNCIL
## JANUARY 21, 2009
## 6:30 PM

## A G E N D A

**CALL TO ORDER**

**ROLL CALL**

I. APPROVAL OF MINUTES – December 3, 2009, Regular Meeting

II. BUSINESS

**A. Globe Theater**

1. Approval of the proposed letter of intent for acquisition 71 Wall Street

**B. 80 Fair Street Project**

1. Approval of the project's proposed PILOT

**C. 95/7 Development**

1. Review of infrastructure sources and uses budget

**D. Workforce Housing Strategic Plan Draft**

1. Discussion of the findings and implementation steps

**E. Community Development Block Grant (CDBG)**

1. Review the local CDBG entitlement and allocation process and review of the PY36 Notice of Funding Availability

**F. Waypointe**

1. Approval of the proposed amendment to the State grant for the Waypointe project

**IV. NEW BUSINESS**

**VI. OLD BUSINESS**

**EXECUTIVE SESSION**

**ADJOURNMENT**

**CITY OF NORWALK**
**PLANNING COMMITTEE**
**REGULAR MEETING**
**DECEMBER 3, 2009**

**ATTENDANCE:** Douglas Hempstead, Chair; John Tobin, Laurel Lindstrom, Andrew Conroy, Clyde Mount (7:38 p.m.)

**STAFF:** Tim Sheehan, Redevelopment Agency; Munro Johnson, Redevelopment Agency, Susan Sweitzer, Redevelopment Agency

## CALL TO ORDER

Mr. Hempstead called the meeting to order at 7:33 p.m.

## ROLL CALL

Mr. Hempstead called the roll. A quorum was present.

*Let it be noted that all remarks by the various speakers are summarized and not necessarily verbatim.*

## APPROVAL OF MINUTES

**September 3, 2009 Regular Meeting**

**** MS. LINDSTROM MOVED THE MINUTES OF SEPTEMBER 3, 2009**
**** THE MOTION TO APPROVE THE MINUTES OF THE SEPTEMBER 3, 2009 MEETING AS SUBMITTED PASSED WITH TWO IN FAVOR (HEMPSTEAD AND LINDSTROM) AND TWO ABSTENTIONS (CONROY AND TOBIN).**

Mr. Hempstead said that if a member of the public wants to have something discussed, Mr. Hempstead should be notified at least 10 days in advance so that it can be included in the packet, which is mailed a week in advance. He said that he had received an email the previous evening from a member of the public about an issue, but it would not be discussed at the meeting.

## PUBLIC PARTICIPATION

No one was present from the public.

## BUSINESS

**WALL STREET REDEVELOPMENT PLAN**

**1. Mill Hill Master Plan draft Phase 1 (Existing Conditions) Report (For information only, no action required)**

Mr. Johnson explained that the draft that was in the information packet gives the background for the next iteration of the proposal. He said that there were a number of programs at the site, but the programs were constrained by numerous items such as a lack of a handicapped accessible bathroom. He encouraged the Committee to review the plan and ask any questions that arise over the next few weeks.

*Mr. Mount joined the meeting at 7:38 p.m.*

Ms. Lindstrom asked about the last page of the Executive summary. Mr. Johnson explained that this was the overall plan for the Wall Street area. Ms. Lindstrom asked about the statement where it says that the Redevelopment Agency was supporting the Norwalk Historical Society. Mr. Johnson said that he was working with Mr. Park and Mr. Westmoreland on this. Ms. Lindstrom asked about the source of the funding. Mr. Sheehan explained that the Redevelopment Agency regarded Mill Hill as an integral part of the Wall Street Redevelopment and that the funding was included in the Agency's overall project budget.

Mr. Conroy asked about a summary of the projects. Mr. Sheehan said that there was a summary of the projects included in the back of each information packet.

Ms. Lindstrom asked about the work on the Smith Street Jail and the Smith Street Barn. Mr. Johnson said that the Historical Commission had undertaken an architectural review of the barn and the jail, which was different than the study that Mr. Johnson was working on. He added that the Historical Commission was keeping him in the loop as far as information.

Ms. Lindstrom asked about the small parcel of land on Hubbell's Lane that is owned by O&G industries. Mr. Johnson reviewed the details surrounding that parcel, which is used by O&G as a parking area for vehicles.

Mr. Hempstead asked what the timeline for the project was. Mr. Johnson reviewed the various steps of the process with the Committee. Mr. Hempstead asked if he wanted this on the February meeting agenda. Mr. Johnson agreed.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**Allocation of PY35 Community Development Block Grant Program Funds Previously Left Un-Programmed.**

Mr. Sheehan explained that information was still be submitted regarding this.

__WALL STREET REDEVELOPMENT PLAN__

**Review and Approve Letter of Intent for Purchase of 71 Wall Street (Executive Session)**

**** MS. LINDSTROM MOVED TO TABLE THE FOLLOWING THE AGENDA ITEMS:**

**IV.B - ALLOCATION OF PY35 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS PREVIOUSLY LEFT UN-PROGRAMMED**

**AND**

**IV.E - REVIEW AND APPROVE LETTER OF INTENT FOR PURCHASE OF 71 WALL STREET (EXECUTIVE SESSION)**

**TO THE JANUARY MEETING AGENDA.**

**** THE MOTION PASSED UNANIMOUSLY.**

__WEST AVENUE REDEVELOPMENT CORRIDOR__

**Authorize the Mayor to request that DECD submit amended language to Bond Commission regarding the uses for the $5M Waypoint Urban Act Grant.**

**** MS. LINDSTROM MOVED THE ITEM.**

Ms. Sweitzer came forward and gave a brief overview of the Waypointe Mixed Use Development project. The most immediate work that is needed for the project is site acquisition. The Agency has been asked to submit an amendment to the State Bond Commission. Ms. Sweitzer said that the suggested language would be more open and omits the final design survey, and requested that this amendment be forwarded to the full Council. She said that the discussion is ongoing with the DECD.

Mr. Sheehan said that unification of the site was the biggest priority, but the language of Bond Commission is very specific. He said that the DECD did not want to hold up the grant, so the initial resolution was approved. Mr. Sheehan explained that the DECD had actually provided the Redevelopment Agency with the wording and that the DECD was very comfortable with the language and felt that it would be acceptable to the State Bond Commission. Mr. Hempstead asked what the scope of the language would cover. Mr. Sheehan explained that without a unified site, there is no project. The funding focus would be on the public improvements, the money could not be used for other purposes. Ms. Lindstrom said that it sounded like this was the initial plan to focus on the site acquisition, but apparently the initial wording of the resolution that was submitted from the Governor's Office, not the Redevelopment Agency. This amendment would bring the grant funding back on to the original track. Discussion about the details of the amendment language then followed.

**** THE MOTION TO AUTHORIZE THE MAYOR TO REQUEST THAT DECD SUBMIT AMENDED LANGUAGE TO BOND COMMISSION REGARDING THE USES FOR THE $5M WAYPOINT URBAN ACT GRANT PASSED UNANIMOUSLY.**

Mr. Hempstead then gave a brief overview of the function of the Planning Committee and the relationship of the Redevelopment Agency to the new Planning Committee members. Block Grants are processed through the Planning Agency, along with any large Redevelopment project.

**OVERVIEW OF THE REDEVELOPMENT PROJECTS**

Mr. Johnson then presented a short video about the various projects through Norwalk.

**CONSOLIDATION PLAN – HOUSING & COMMUNITY DEVELOPMENT**

**Appointment of Planning Committee Members to Annual Joint Committee for Program Year 36 Annual Action Plan.**

**** MR. HEMPSTEAD MOVED THE ITEM**

Mr. Hempstead said that he would like to keep the previous members of the Joint Committee, which were Mr. Hilliard and himself. Mr. Conroy said that he felt that the Committee had already made the decisions about the projects and the Committee would then approve them. Discussion then followed about how this could be better handled. Mr. Conroy said that last year he felt that the applications were poorly summarized, the discussion was truncated and that the overall meeting was poorly chaired. Mr. Sheehan said that he would go back and review the minutes from the last Joint Committee to see where the problems may have arisen. Mr. Sheehan said that it would be important to insure that all the applications were being weighed fairly.

Mr. Sheehan explained that the Master Plan and the Consolidated Plan were two different items and that HUD refers to the Consolidated Plan when referring to funding projects. Mr. Conroy said that he would like to have a more in depth discussion about the process.

**** THE MOTION TO APPOINT MR. HILLIARD AND MR. HEMPSTEAD AS PLANNING COMMITTEE MEMBERS TO ANNUAL JOINT COMMITTEE FOR PROGRAM YEAR 36 ANNUAL ACTION PLAN PASSED UNANIMOUSLY.**

**ENTERPRISE ZONE**

**Proposal to Amend the Existing Norwalk Enterprise Zone Boundary.**

Ms. Sweitzer gave a brief overview of the program, which was established in 1982. She said that the map showed the census tracts, which are concentrated in South Norwalk. The program established by the State legislature gives the businesses in this area a tax abatement. An additional incentive is that there is another abatement for property owners who make improvements of an additional tax abatement. The abatement costs are shared with the State. In any given year, there are four to six companies that chose to locate in the enterprise zone. Over any given year, there are most likely several hundred jobs retained. Ms. Sweitzer said that this was an discussion item rather than an action item. 95/7 was excluded from the original zone because it was thought that 95/7 would be enticement on its own. She said that Stamford and Bridgeport both have major projects, like Bridgeport's Steel Point and Stamford's Harbor Point, were included in their Enterprise zones. Adding 95/7 to the Enterprise Zone would level the playing field with similar projects in our neighboring cities.

The other expansion area would be extending the zone in the south, along Woodward Avenue, where a number of tenants have already taken advantage of the urban jobs incentive.

Ms. Sweitzer said that the Diane Knitwear site, which was adjacent to the South Norwalk Train Station was left out of the original zone. This would be presented to the DECD Commissioner with a request for approval. Mr. Hempstead asked if it was possible to get an economic impact statement on this proposal. Mr. Sheehan said that Mr. Hamilton was already working on compiling the information.

Mr. Hempstead asked if it was possible to compile a list of the original beneficiaries and whether or not they have remained. Mr. Sheehan said that the companies are now required to sign a 10 year contract with the State. Ms. Sweitzer said that typically the companies stay longer than the five year tax abatement. She said that one company that had left abruptly had been bought out by another group.

Ms. Lindstrom asked about overlay zones. Ms. Sweitzer said that these were done by census tracts, so it is mixed use. It is a benefit to the local residents because it encourages improvements for the property owners.

Mr. Sheehan said that the criteria indicated the most distressed tracts in the census zone. Ms. Lindstrom said that she was concerned about displacement. Mr. Hempstead asked if the census map could be posted on the website. Mr. Sheehan said that it could, and would be in color.

Mr. Sheehan said that Mr. Hamilton would be coming to the Committee with some numbers for 95/7 and a five year projection.

Mr. Hempstead asked for a timeline. Mr. Sheehan said that he would like to have the Committee look at Mr. Hamilton's review and that he would like to see it then go to Council. Mr. Hempstead said that would mean it would be on the January agenda.

Mr. Conroy had some questions about the requirements, which Ms. Sweitzer reviewed with him.

## OLD BUSINESS

There was no old business to consider at this time.

## NEW BUSINESS

Mr. Hempstead asked if there were any items for the next agenda. Mr. Conroy said that he would like to have some information on the CDBG grants and its history. Mr. Sheehan said that he was planning on doing a complete review of the program.

Ms. Lindstrom had a detailed questions about Tighe and Bond and the breakout of the funding expenses. Mr. Sheehan reviewed the three funding sources, and how the accounts are handled. Mr. Sheehan said that he would provide the committee members with a breakdown of the funding.

Mr. Hempstead asked Mr. Sheehan about the temporary status of the underpass at Reed Street. Mr. Sheehan said that the top coating was not applied. Mr. Hempstead said that he would like to know when the street would be usable by the public. Mr. Sheehan said that he would look into it.

## EXECUTIVE SESSION

**** MR. CONROY MOVED TO SUSPEND THE RULES TO GO INTO EXECUTIVE SESSION TO DISCUSS LAND ACQUISITION.**
**** THE MOTION PASSED UNANIMOUSLY.**

The Planning Committee and Mr. Sheehan entered into Executive Session at 9:00 p.m. to discuss land acquisition issues.

**ADJOURNMENT**

**** __________MOVED TO ADJOURN**
**** THE MOTION PASSED UNANIMOUSLY**

The meeting adjourned at _____________.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Services

## PLANNING COMMITTEE OF THE COMMON COUNCIL

**TO:** MEMBERS, PLANNING COMMITTEE OF THE COMMON COUNCIL

**FROM:** TIMOTHY SHEEHAN, STAFF

**RE:** ACQUSITION OF 71 WALL STREET *(GLOBE THEATER)*

**DATE:** JANUARY 14, 2010

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The Norwalk Redevelopment Agency has obtained a signed letter of intent (LOI) from the owner of 71 Wall Street which it is seeking Council approval of. Such approval was one of three conditions put forward by the Common Council in authorizing the Agency to acquire the property using a Community Development Block Grant in the amount of $2 Million dollars. A copy of the owner signed LOI is attached which puts forth related terms and conditions which will advance this transaction forward to contract. Attorney George Walsh III, Esq. from the law firm of Thompson Hine, the firm representing the Redevelopment Agency in this transaction will be present on Thursday evening to answer and Committee questions related to the attached LOI.

### ACTION REQUESTED:

Approval and authorization for the Redevelopment Agency to execute the attached letter of intent related its acquisition of 71 Wall Street.

LOVEJOY AND RIMER, P.C.
ATTORNEYS AT LAW

LOUIS CICCARELLO
WILLIAM R. PASCUCCI
CHRISTOPHER J. JARBOE
STEVEN D. SMITH

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OF COUNSEL:
LAWRENCE P. DENNIN, JR.
JONATHAN LOVEJOY

EDWARD S. RIMER, JR.
(1927 - 2001)

lciccarello@lovejoyrimer.com

December 14, 2009

**Via Fax & U.S. Mail**
**Fax: 212-344-6101**

George Walsh III, Esq.
Thompson Hine
335 Madison Avenue, 12th Floor
New York, New York 10017- 4611

RE: Globe Theater, 71 Wall Street, Norwalk, CT

Dear Mr. Walsh:

I am now representing Mrs. Kyriakides in connection with the above matter.

I am pleased to enclose a signed copy of the Letter of Intent which you prepared. I look forward to receiving a fully executed copy in the immediate future.

I send this to you with the following comments:

1. **Due Diligence:** My client is more than willing to allow the Agency to promptly commence its due diligence. We will provide you with immediate access to the theater for this purpose, subject only to the usual written indemnification protecting my client from liability for accidents, etc. It is our hope that this can speed the entire process along.

2. **Council Approval:** It is our request that you cause the Mayor and the Common Council to be promptly notified of the execution of the enclosed document so that it can be placed on the earliest possible agenda.

3. **Formal Contract of Sale:** The seller normally prepares this, and I am prepared to start work on it as soon as possible.

4. **Attorney's Fees:** In your section entitled "Contract Deposit" you state that the Agency will be entitled to recover reasonable attorney's fees associated with the preparation and processing of this Letter of Intent, the Contract of Sale and the preparation of any documents relative to the anticipated closing." My client fully intends to go forward with this transaction, but nonetheless, I would like it made clear that that clause would only go into effect after the signing of any Contract of Sale. That appears to be the clear intent of the sentence and I just want your confirmation.

We look forward to the prompt preparation of the Contract of Sale and having any necessary meetings to work out any potential problems. Hopefully there will be none.

Thank you very much for your anticipated cooperation.

Very truly yours,

Louis Ciccarello

Louis Ciccarello

LC:de
Enclosure

cc: Mr. & Mrs. Andrew Kydes
8 Admiral Lane
Norwalk, CT 06851

THOMPSON HINE

ATLANTA BRUSSELS CINCINNATI CLEVELAND COLUMBUS DAYTON NEW YORK WASHINGTON, D.C.

November 20, 2009

RE: The Globe Theater
71 Wall Street
Norwalk, Connecticut

The Norwalk Redevelopment Agency (the "Agency") hereby proposes the terms set forth herein for the purchase of the above referenced property owned by your client, Mary A. Kyriakides. This letter is intended to be a letter of intent and not a binding contract. Neither party shall be legally obligated with respect to the purchase or sale of the subject property unless and until a formal Contract of Sale is executed and delivered by the Agency and the Seller. With that understanding, the Agency proposes the following purchase offer:

Purchase Price: The Norwalk Common Council has authorized acquisition at $1,500,000. The Norwalk Redevelopment Agency will provide an additional guarantee to your client of $80,000, in exchange for limiting your client's involvement in the Agency's environmental and structural due diligence processes and completely relinquishing any claim your client may have had previously upon the Common Council approved $370,000 escrow account to handle the anticipated remediation costs at 71 Wall Street.

Contract Deposit: The Deposit shall be equal to 2% of the Purchase Price. The Deposit shall be non-refundable should the Agency decide not to close on the sale of the property and shall be paid by the Agency within ten (10) business days after your client executes and delivers a signed copy of this Letter of Intent. The Deposit shall be held by your firm in a separate interest bearing escrow account. The Deposit shall be increased to 5% of the Purchase Price within ten (10) business days after the due diligence period described below has expired and the Agency has not exercised its right to withdraw from the transaction. Should your client decide not to close on the sale of the property then all Agency deposits will be refunded immediately upon notice of such determination. The Agency will also be entitled to recover from your client reasonable attorney fees associated with the preparation and processing of this Letter of Intent, the Contract of Sale, and the preparation of any documents relative to the anticipated closing. An invoice for these costs will be forwarded to your client within ten days of the Agency being notified of the decision by your client not to move forward. If the invoice is not paid within 30 days of receipt, interest will be charged on the amount owed at the annual rate of the prime rate (as given in The Wall Street Journal) plus 4% from the date the invoice was received until the date it is paid.

<u>Contract of Sale</u>: If your client executes and delivers this Letter of Intent, the parties shall promptly thereafter work together in good faith in an effort to prepare a formal Contract of Sale containing the basic terms and concepts set forth in this Letter of Intent.

<u>Agency Due Diligence Period</u>: The Agency shall have a period of 75 days from the execution of a Contract of Sale within which it may undertake its due diligence investigation of the Property. The due diligence may include survey, title, engineering, environmental and structural studies and investigations of the building (both interior and exterior) and the land. Based on any and all results and findings during such due diligence period, the Agency shall have the right to terminate the Contract of Sale by giving notice of such termination within 15 days of the end of the 75 day due diligence period. With respect to environmental matters, the Agency shall select one of the consultants identified on the list attached hereto. The consultant so selected is referred to herein as the Environmental Project Manager (the "EPM").

<u>Remediation</u>: If any of the studies or investigations undertaken during the due diligence period identify any remediation work that is required, the EPM shall arrange for and retain the licensed contractors to undertake such remediation work. Remediation shall include any toxic substances required to be remediated pursuant to applicable law related to the currently intended use of the Property. Any remediation shall be conducted in accordance with all standards required by any relevant funding source.

<u>Remediation Fund</u>: (A) Upon execution of a Contract of Sale, the Agency shall establish a separate escrow deposit fund in the amount of $80,000 with the Agency's law firm. Such fund will be held in a separate interest bearing escrow account.

(B) There will be one disbursement from the escrow fund which shall occur after the completion of the remediation work and the issuance of the DEP certification – not at Closing.

(C) If the estimated cost of the remediation (as determined by the EPM) exceeds $290,000, the Agency shall have the right to terminate the Contract of Sale by giving notice to Seller of such termination within 10 days after receiving the remediation estimate from the EPM. If the Agency exercises such termination right, the escrowed remediation fund shall be promptly returned to the Agency. If the Agency fails to exercise its termination right within such 10 day period, the Agency shall be responsible for all remediation costs in excess of $290,000.

(D) If the actual remediation costs are less than $370,000, the remaining balance in the escrowed remediation fund shall be promptly released and delivered to the Agency.

Conditions: The following conditions must be satisfied in order for the Agency to proceed with this transaction to Closing:

A. Approval of the City's 108 loan application to HUD.

B. The terms and provisions of this final letter of intent must be submitted to and approved by the Common Council.

C. A Memorandum of Understanding or an amendment to the Land Disposition Agreement confirming the financial terms and conditions associated with incorporating the Globe Theater property into the Wall Street Place project must be finalized and approved by the Common Council.

This letter of intent may be executed by the parties before the foregoing B and C conditions are satisfied, but the conditions will need to be satisfied prior to Closing under the Contract of Sale.

Closing: The Closing under the Contract of Sale shall be held on a mutually acceptable date which is within 4 months of the end of the Agency's due diligence period. The Agency shall have the right to extend such 4 month period for up to an additional 3 months by giving notice to Seller and by increasing the Deposit to 10% of the Purchase Price.

Agency Default: If the Agency defaults under the Contract of Sale, the Agency's sole liability and Seller's sole remedy is forfeiture of the Deposit.

Delay Damages: If the Closing is delayed beyond the 4 month extension referred to above, the delay penalty shall be equal to $6,250 per month or prorata portion thereof for a delay of less than a full month.

If the terms set forth in this letter of intent meet with your client's approval, please arrange for your client to sign and return the enclosed copy of this letter. At that time we will submit this letter of intent to the Agency for its approval. As indicated above, this is a letter of intent only and not a binding Contract of Sale. Neither party hereto shall be legally obligated with respect to the purchase or sale of the subject property unless and until a formal Contract of Sale is executed and delivered by the parties.

HINE

Please contact the undersigned if you have any questions.

Thank you.

Very truly yours,

George J. Walsh III

George J. Walsh III

The terms of this letter of intent are agreed to and accepted.

Mary A. Kyriakides
Date: 12/14/09

Norwalk Redevelopment Agency

By: ______________________

Name:
Title:
Date:

# PLANNING COMMITTEE OF THE COMMON COUNCIL

**TO:** MEMBERS, PLANNING COMMITTEE OF THE COMMON COUNCIL

**FROM:** TIMOTHY SHEEHAN, STAFF

**RE:** 80 FAIR STREET PILOT REQUEST

**DATE:** JANUARY 14, 2010

---

New Neighborhoods, Inc has put forward a formal request for the City to consider involving a Payment In Lieu of Tax (PILOT) proposal for the 80 Fair Street property which they are in the process of acquiring from Building and Land Technology. The proposed PILOT is necessitated by the development's objective to provide 57 units of new affordable housing to the City's existing inventory.

As consideration for the new affordable units being provided New Neighborhoods has proposed a PILOT seeking an abatement of part of the real estate taxes that will be incurred by the building. The PILOT program being suggested reflects taxes being based on 10% of the development's Effective Gross Rent.

The formal request, the rationale for it and the related financials are attached for your review as is the proposed agreement. This request is in the process of being reviewed by Corporation Counsel and the Finance Director and I have been advised that both are attempting to expedite that review to align with the next Common Council Meeting. A representative of New Neighborhoods will be available on Thursday to address any questions of the Committee.

REQUESTED ACTION:

Approval of establishing a PILOT for property to be owned by New Neighborhoods, Inc. at 80 Fair Street in Norwalk that is based on 10% of Effective Gross Rent. Should the project affordable unit count or the intended ownership of this property change this agreement is void.

# PLANNING COMMITTEE OF THE COMMON COUNCIL

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**FROM:** TIMOTHY SHEEHAN, STAFF

**RE:** 80 FAIR STREET PILOT REQUEST

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REQUESTED ACTION:

Approval of establishing a PILOT for property to be owned by New Neighborhoods, Inc. at 80 Fair Street in Norwalk that is based on 10% of Effective Gross Rent. Should the project affordable unit count or the intended ownership of this property change this agreement is void.

**New Neighborhoods, Inc.**
40 Stillwater Avenue, Stamford, CT 06902
203 359-2215 • 203 964-9219
www.nnistamford.org

November 23, 2009

The Honorable Richard A. Moccia, Mayor
Mayor of the City of Norwalk
125 East Avenue
Norwalk, Connecticut 06851

Re: **Tax Abatement Request PILOTS for 80 Fair St.**

Dear Mayor Moccia:

It was a pleasure meeting with you last month regarding our prospective acquisition of 80 Fair Street which is currently owned by Building Land Technologies (BLT). As we told you, New Neighborhoods, Inc. (NNI) is a not-for-profit affordable housing developer based in Stamford with projects located throughout Fairfield County. Over the past two years, we have been working closely with BLT on obtaining financing for this property so that it could provide housing that is **affordable** to Norwalk's **workforce** and **supportive housing for its veterans.**

As part of our effort to successfully obtain financing for this development we are requesting a PILOT agreement between the City of Norwalk and NNI to facilitate this worthwhile project.

**History**

The effort to develop affordable housing at 80 Fair Street has had a long and difficult history. Originally this project was proposed by the Human Service Council of Mid-Fairfield County in partnership with the Norwalk Redevelopment Agency. This group received city approvals in 2004 but soon found itself in conflict with its neighbor, Norwalk Self Storage. By 2006, the Redevelopment Agency was required to take-over the project. It subsequently sold the property to BLT who completed the build-out. In 2008, BLT applied to the Connecticut Housing Finance Authority (CHFA) for tax credit financing so as to maintain the project as affordable. Unfortunately, CHFA did not award them the financing they sought.

At the time this project failed to obtain CHFA funding the interim CHFA director, Anthony Milano, deemed this "a very worthwhile project". Thus, in the summer of 2008, NNI submitted another application for funding under the State's Next Steps Program for supportive housing. In December 2008, we fully expected an award of this funding, but in response to the State's fiscal crisis, the Governor canceled the program. Since then we have worked closely with BLT, CHFA and the State's Department of Economic and Community Development (DECD) to find a funding mechanism that would allow this "very worthwhile project" to remain affordable.

Our recent efforts have proven to be successful. On October 29th we obtained financing approvals from CHFA's Board for an allocation of Federal 4% Low Income Housing Tax Credits (LIHTC) for over $2.6 million and a permanent financing mortgage of almost 3.9 million. On October 30th the State of Connecticut Bond Commission approved funding sufficient to cover a DECD grant of almost $4.74 million.

We have identified several investors who have expressed a strong interest in purchasing the tax credits. Our ability to close on this financing will be contingent upon our ability to obtain the City of Norwalk's commitment to provide the PILOTs program described below.

**NNI Proposal**

As part of our effort to provide affordable rental housing in Norwalk we are seeking an abatement of part of the real estate taxes that will be incurred by this building. In our conversation last month, we explored a number of alternative taxing options. **The program we desire and the one that will make this project viable is an abatement agreement that reflects a Payment in Lieu of Taxes (PILOT) based on 10% of Effective Gross Rent** from the project. I have attached a draft of an agreement which we have prepared for your review.

As can be seen in the attachment, *Amendment to Agreement Concerning Tax Abatement between the City of Norwalk and the Norwalk Congregate Homes for The Elderly, Inc.* there is precedent for a PILOT based on a 10% formula. What NNI is requesting in our proposal is actually far more favorable to the City since we do not base our request on 10% of rental income after debt service payments.

**Rationale**

We based our proposal on Chapter 58 Housing, Tax Abatement of the City Code which I have attached. This section defines Low and Moderate Income Housing and its Ownership and the Mayor's [Common Council] ability to, "enter into a contract with the owner of low and moderate income housing, granting abatement in whole or in part of the taxes on the real estate, used for such low and moderate income housing". It goes on to state that the tax abatement must be used to effect one or more of the following; reduction of rents below which could be achieved in the absence of such abatement; to improve the quality of the design and finally, to effect occupancy by persons and families of varying income levels and to provide necessary related facilities or services in such housing.

As a not-for-profit developer of affordable and supportive housing NNI will acquire 80 Fair St. and will offer 100% of the rents at below market rates, use funding from CHFA that require compliance with applicable affordable and supportive regulatory codes and provide supportive services for six veterans through VA Connecticut. It should be noted that all 57 units in the development will meet the State of Connecticut's affordability requirements under the State regulations (8-30g). To the extent it is legally possible under the State and Federal regulations governing the financing, we will also give priority to the selection of Norwalk residents and Municipal employees for a portion of the units.

## Financials

The income and expense budget for this project has been based on our estimate of approximately **$789,585.00** in **Effective Gross Rent** for 2010 and a tax liability of **$78,222.00** which is consistent with an Abatement Agreement that recognizes a 10% of Effective Gross Income calculation. At this rate of taxation from the City of Norwalk, NNI can provide 57 units of affordable workforce and supportive housing that meets both the standards outlined in <u>Chapter 58 of the City Housing code as well as the State's 8-30g regulations.</u>

I have attached for your review a financial summary for the development. The summary includes the project's "Sources and Uses" and two different pro-forma calculations. The first pro-forma looks at the income and expenses for the development and calculates the real estate taxes at a rate of **$1.90/square foot**, consistent with the data that was shared with us by Mr. Michael Stewart the tax assessor in October. You will see that if the units were taxed based upon this rate, the development would have negative cash flow and not be financially feasible.

The second pro-forma assumes a partial exemption of the taxes and assumes the tax based upon a calculation of **10%** of effective gross rent **(EGR)**. This results in a projected annual tax of **$78,222.00** or approximately **$1,372.00** in taxes annually for every affordable unit. Even with this partial abatement, the debt coverage ratio for the project is a very tight **1.05:1.**

I can assure you that NNI has maximized private and public funding sources for this development. NNI's ability to absorb the debt service on the **$4.3** million in private debt for this all affordable development rests on our ability to lower the real estate taxes. We believe that this project provides the City of Norwalk with a tremendous opportunity to regain an affordable, supportive housing development thought lost just one year ago.

It is our desire to meet with you again to review this proposal and establish the basis for the tax abatement agreement outlined above which, we believe, reflects the spirit and letter of Chapter 58.

We look forward to your response.

Very truly yours,

Ross Burkhardt

Ross Burkhardt
President and CEO

Cc. Timothy Sheehan

DRAFT 11/24/09 – FOR DISCUSSION PURPOSES ONLY

# TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF NORWALK AND FAIR STREET APARTMENTS LIMITED PARTNERSHIP

THIS AGREEMENT, made as of this ____ day of ____________, 2009 is between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut and located in the County of Fairfield in said State (the "City"), acting herein by Richard A. Moccia, its Mayor, hereunto duly authorized, and **FAIR STREET APARTMENTS LIMITED PARTNERSHIP**, a limited partnership created and existing under the laws of the State of Connecticut and having its principal office at 40 Stillwater Avenue Stamford, Connecticut (the "Partnership"), acting herein by Ross Burkhardt, hereunto duly authorized.

## WITNESSETH

WHEREAS, the Partnership intends to purchase certain real property and improvements known as Unit 2 of the 80 Fair Street Planned Community located at 80 Fair Street, Norwalk, Connecticut, more particularly described in Schedule A attached hereto and made a part hereof (the "Property"), pursuant to an "Option Agreement" dated as of October 13, 2009 between New Neighborhoods, Inc. ("NNI") and 80 Fair Street, LLC, as assigned to the Partnership pursuant to an "Assignment and Assumption of Option Agreement " dated as of November 16, 2009 between NNI and the Partnership; and

WHEREAS, the Partnership intends to construct fifty-seven (57) units of affordable rental housing on the Property (the "Project") that will be rented to low or moderate-income persons and/or families; and

WHEREAS, the Project will be financed in part by loans from the Connecticut Housing Finance Authority ("CHFA") and the State of Connecticut Department of Economic and Community Development (the "DECD") to the Partnership; and

WHEREAS, the City is authorized to grant tax abatements pursuant to Section 8-215 of the Connecticut General Statutes and Section 58-2 of the Norwalk Code of Ordinances for housing rented to persons and/or families of low or moderate income in order to achieve one or more of the purposes set forth in said section; and

WHEREAS, the City is willing to grant an abatement of the "Taxes" (as defined below) to the extent that the Taxes exceed ten percent (10%) of the Effective Gross Income (as defined below) that is generated by the Property; and

WHEREAS, the City is willing to grant such tax abatement to the Partnership in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The City hereby grants an abatement of real property taxes assessed on the Property (the "Real Property Taxes") and any personal property taxes assessed against any personal property of the Partnership located on the Property (the "Personal Property Taxes" and, together with the Real Property Taxes, the "Taxes"), as the Taxes may vary from year to year, to the extent that the amount of the Taxes exceeds ten percent (10%) of the "Effective Gross Income" defined below (the "Tax Abatement").

2. The Partnership agrees and represents that monies equal to the amount of the Tax Abatement shall be used exclusively for any one or more of the following purposes:

   (a) To reduce rents below the level which would not be achieved in the absence of such abatement, or
   (b) To improve the quality and design of low and moderate income housing, or
   (c) To effect the occupancy of low and moderate income housing by persons and families of varying incomes levels, or
   (d) To provide necessary related facilities or services in low and moderate income housing.

3. The Partnership agrees to pay to the City, on an annual basis, the Taxes equal to ten percent (10%) of the Effective Gross Income for the Project, provided, however, that in no event shall the amount of the Taxes payable pursuant to this Section 3 exceed the amount of the Taxes that would be payable by the Partnership in the absence of this Agreement. For purposes of this Agreement, "Effective Gross Income" shall mean the sum total of annual rental payments received from the tenants on the Property during the twelve-month period (or less, as applicable for the first payment) immediately preceding the relevant Grand List year, less collection costs, utilities, sums for services rendered by the Partnership and charged to the tenants, insurance reimbursements, security deposits, transfers from any reserve or escrow accounts, rental refunds and government subsidies to the tenants and/or the Partnership. Within 90 days of the end of its fiscal year, the Partnership shall send to the City a copy of its audited financial statement together with a statement indicating the Effective Gross Income for such year (the "Annual Audit"). The City shall, within 30 days after receipt of the Annual Audit, deliver to the Partnership a statement confirming its approval of the Effective Gross Income and setting forth the amount of the Taxes payable to the City for the relevant Grand List year (the "EGI Statement"). The Partnership shall pay fifty percent (50%) of the amount shown in the EGI Statement no later than each July 31st and January 31st following the relevant Grand List year. In the event that the Partnership objects to the EGI Statement, the Partnership shall so notify the City within 30 days after it receives the EGI Statement and the Partnership and the City shall, for a period of 30 days thereafter, attempt in good faith to agree on the Effective Gross Income for the relevant Grand List year. If the parties are unable

to reach agreement within said 30-day period, the parties shall select an independent certified public accountant (the "Accountant") and the dispute shall be resolved by the Accountant within 20 days thereafter. Each party shall pay one-half of the fees and expenses of the Accountant.

4. The Tax Abatement described herein shall be effective as of the date the Partnership acquires the Property (the "Effective Date").

5. This Agreement shall terminate immediately upon the occurrence of one or more of the following events:
   (a) At any time when such Property is not used as housing rented to low or moderate-income persons and/or families.
   (b) At any time when the Partnership ceases to exist as a partnership or is otherwise dissolved.
   (c) At any time when the Partnership sells, leases, assigns or otherwise transfers all or part of its interest in the Property, without the prior written consent of the City, not unreasonably to be withheld, provided however, that the Partnership may grant such easements and licenses and enter into such leases as may be necessary to operate the Project as provided herein without the consent of the City.
   (e) At any time when the Partnership fails to comply with any other term, provision or covenant of this Agreement and such failure is not cured within 30 days after written notice to the Partnership.
   (f) Upon mutual consent of the parties hereto.
   (g) Thirty-nine (39) years from the Effective Date.

6. The Partnership agrees and represents that it shall comply with all applicable federal, state and local laws, statutes, regulations, ordinances and codes with respect to its ownership of the Property and its operation of the Project.

7. The Partnership shall keep full and accurate records regarding the Property and the Project. As long as this Agreement remains in effect, the Partnership shall, at the request of the City, make its financial books and records with respect to the Property and the Project available to the City, its officers, employees, authorized agents and independent contractors for review, inspection, reproduction and audit for the purpose of determining whether the Partnership is in compliance with this Agreement.

8. In the event this Agreement is terminated, the Taxes due and owing at such time shall be paid in accordance with the terms of this Agreement and there shall be no further abatement of the Taxes.

9. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Connecticut.

10. If any provision of this Agreement shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of this Agreement shall not be affected.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement.

12. It is understood and agreed by the parties that this Agreement constitutes the entire agreement between the parties hereto, and that no oral statements or promises or understandings not embodied in this Agreement shall be valid or binding.

*[Signature page to follow]*

IN WITNESS WHEREOF, the parties have agreed to the terms of this Agreement as of the date first written above.

WITNESSES:

______________________________

______________________________

CITY OF NORWALK

______________________________________
Richard A. Moccia
Its Mayor
Duly Authorized

______________________________

______________________________

FAIR STREET APARTMENTS
LIMITED PARTNERSHIP

NNI Fair Street, Inc.
General Partner

By: _________________________
Ross Burkhardt
Its Duly-Authorized President

Approved as to form:

________________________________
Corporation Counsel

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Chapter 58, HOUSING, TAX ABATEMENT EN

[HISTORY: Adopted City of Norwalk Common Council 3-11-69. Amendments noted where applicable.]

§ 58-1. Definitions.

For the purposes of this ordinance:

LOW AND MODERATE-INCOME HOUSING -- Means housing, the construction or rehabilitation of which is aided or assisted in any way by any federal) or state statute, which housing is subject to regulation or supervision of rents, charges or sale prices and methods of operation by a governmental agency under a regulatory agreement or other instrument which restricts occupancy of such housing to persons or families whose incomes do not exceed prescribed limits.

OWNER -- Means a person or persons, partnership, joint venture or corporation who or which has executed or will execute a regulatory agreement or other instrument with a governmental agency, either federal, state or local, which limits occupancy of the low- and moderate-income housing owned or to be owned by such person or persons, partnership, joint venture or corporation to persons or families whose incomes do not exceed prescribed limits.

§ 58-2. Contracts for abatement.

The Mayor may enter into contractsEN for the city with owners of low- and moderate-income housing, granting abatement in whole or in part of the taxes on the real estate, used for such low- and moderate-income housing. The amount of such abatement shall be established in each such contract, giving due consideration to the purpose or purposes to which the money equivalent of the taxes so, abated is to be applied. Each such contract shall require that the owner apply the money equivalent of the taxes so abated to one or more of the following specified purposes:

A.To reduce rents below the levels which would be achieved in the absence of such abatement;

B.To improve the quality and design of such housing;

C.To effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Community Affairs by regulation; and

D.To provide necessary related facilities or services in such housing.

§ 58-3. Term. [Amended 3-10-1970]

The abatement shall become effective on the date specified in the contract between the city and an owner of low- and moderate-income housing. The term of abatement shall extend for the remainder of the fiscal year in which abatement becomes effective and may continue for a period not to exceed 39 consecutive fiscal years thereafter; provided that such abatement shall terminate at any time when the property for which tax abatement had been granted is not used solely for low- and moderate-income housing; and provided further that the continuation of such abatement may be conditioned upon the continuation of state reimbursement to the city for such abatement. The abatement authorized herein shall be granted only for low- and moderate-income housing upon which construction or rehabilitation commenced after July 1, 1967.

§ 58-4. State assistance.

# Property Tax Analysis
## 80 Fair Street

**ASSUMPTIONS**

| | | |
|---|---|---|
| Units | 57 | |
| Square Feet | 57,000 | |
| Taxes/SF (per assessor) | $1.90 | |
| PILOT Formula | 10.00% | EGR |

**USES OF FUNDS**

| | |
|---|---|
| Acquisition | 3,490,215 |
| Construction Costs | 5,639,017 |
| A/E | 329,706 |
| Finance and Soft Costs | 1,559,712 |
| Developer Fee | 1,167,302 |
| Reserves | 782,137 |
| TOTAL | 12,968,089 |

**SOURCES OF FUNDS**

| | |
|---|---|
| CHFA Ist Mortgage | 3,885,000 |
| DECD Soft Loan | 4,695,589 |
| BLT Land PMM | 1,625,546 |
| LIHTC Equity | 2,633,954 |
| Deferred Developer Fee | 128,000 |
| TOTAL | 12,968,089 |

**TAXES AT FULL ASSESSMENT**

| | | Per Unit Annually | |
|---|---|---|---|
| Effective Gross Rents | 789,585 | 13,852 | |
| Operating Expenses | (341,948) | (5,999) | |
| RE Taxes | (108,300) | (1,900) | Per Assessor |
| R/R Reserves | (28,869) | (506) | |
| Net Operating Income | 310,468 | 5,447 | |
| 1st Mortgage Debt Service | (240,452) | (4,218) | |
| BLT PMM | (84,865) | (1,489) | |
| Cash Flow | (14,849) | (261) | |
| DCR | 0.95 | | |

**TAXES WITH PILOT**

| | | Per Unit Annually | |
|---|---|---|---|
| Effective Gross Rents | 789,585 | 13,852 | |
| Operating Expenses | (341,948) | (5,999) | |
| PILOT | (78,222) | (1,372) | Based on 10% EGR |
| R/R Reserves | (28,869) | (506) | |
| Net Operating Income | 340,546 | 5,974 | |
| 1st Mortgage Debt Service | (240,452) | (4,218) | |
| BLT PMM | (84,865) | (1,489) | |
| Cash Flow | 15,229 | 267 | |
| DCR | 1.05 | | |

AMENDMENT TO
AGREEMENT CONCERNING TAX ABATEMENT

The Agreement dated June 22, 1981, between the CITY OF NORWALK, and NORWALK CONGREGATE HOMES FOR THE ELDERLY, INC., is amended as follows:

Paragraph IV of said Agreement is deleted and the following is substituted therefor:

> IV. Said tax abatement, however, is expressly conditioned upon the OWNER'S payment to the CITY of ten (10%) percent of its rental income after debt service payments as a payment in lieu of taxes each year, beginning with the year in which twenty-five (25%) percent or more of the housing units have been rented.

Dated at Norwalk, Connecticut, this 14th day of June, 1982.

Signed, Sealed and Delivered
in the Presence of:

Betsy M. Reid
Robert T. Ward
} AS TO S.W.F.

CITY OF NORWALK

By: Thomas C. O'Connor
Thomas C. O'Connor, Its Mayor

Joan H. Ryan
Beryl G. Fernschild
} AS TO T.O'C.

NORWALK CONGREGATE HOMES FOR THE ELDERLY, INC.

By: Samuel W. Fogal
Samuel W. Fogal
Its President

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

# PLANNING COMMITTEE OF THE COMMON COUNCIL

**TO:** MEMBERS, PLANNING COMMITTEE OF THE COMMON COUNCIL

**FROM:** TIMOTHY T. SHEEHAN, STAFF

**RE:** REED PUTNAM PROJECT – INFRASTRUCTURE FUNDING

**DATE:** JANUARY 14, 2010

At the Planning Committee's meeting of December 3, 2009, there was a general inquiry concerning the funding of the infrastructure costs for the Reed Putnam Urban Renewal Project. In an effort to more fully elaborate on the sources and uses of funds for the Reed Putnam project infrastructure, Mr. Burritt representing the Redevelopment Agency has prepared the attached spreadsheet identifying the major elements of infrastructure and how each is funded.

The primary source of funding for the Reed Putnam infrastructure cost is Special Act Grant 01-02 that provides for $20 Million from the State of Connecticut to the City of Norwalk via the Department of Economic and Community Development (DECD) for this project. The City of Norwalk has also contributed to the infrastructure costs, the most significant being the financing for the Maritime Garage. This was funded in the Capital Budget allocation in FY 2000. The Land Disposition Agreement further provided for a Special Capital budget allocation of $7.395 million, the City has authorized $5.920 Million for infrastructure costs required by the State Traffic Commission. Finally, the City allocated $1.886 Million from the sale proceeds of Development Parcel 3 (Maritime Yards) for use in the project. These represent the City's portion of the infrastructure costs.

The attached spreadsheet breaks out the infrastructure costs as they have been funded across the several funding sources. Hopefully, this chart is helpful in understanding the complex funding of the Reed Putnam infrastructure improvements. Mr. Burritt has also agreed to make himself available to answer any questions that the Planning Committee may have regarding the chart or the related project funding, should there be any.

## PLANNING COMMITTEE OF THE COMMON COUNCIL

**TO:** MEMBERS, PLANNING COMMITTEE OF THE NORWALK COMMON COUNCIL

**FROM:** TIMOTHY SHEEHAN, STAFF

**DATE:** JANUARY 15, 2010

**RE:** PRESENTATION – DRAFT WORKFORCE HOUSING STRATEGIC PLAN

---

Mr. Michael Moore, representing the Norwalk Redevelopment Agency (Agency), will provide the Committee with a presentation regarding the Agency's recently draftted *Workforce Housing Strategic Plan.* The presentation will include:

(1) A discussion of the research and methodology used to create the document and

(2) The policy recommendations incorporated into the document.

PO BOX 5125 · 125 EAST AVENUE, NORWALK, CT 06856-5125 · TELEPHONE 203-854-7810 · FAX 203-854-7734

## PLANNING COMMITTEE OF THE COMMON COUNCIL

**TO:** MEMBERS, PLANNING COMMITTEE OF COMMON COUNCIL

**FROM:** TIMOTHY SHEEHAN, STAFF

**DATE:** JANUARY 15, 2010

**RE:** PRESENTATION COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

---

Mr. Michael Moore representing the Norwalk Redevelopment Agency will provide the Committee with an overview of Norwalk's Community Development Block Grant program as was requested at the last Committee Meeting. The overview will detail the program's requirements, the planning processes associated with the program and the method by which the City approves the disbursement of funds from the program.

The presentation will cover the following topics:

1. The history, policy objectives and administrative requirements of the CDBG Program;

2. A description of the role for, and process for creating, the City's new ConPlan and

3. A briefing regarding the annual process used to allocation the City's community development resources.

## PLANNING COMMITTEE OF THE COMMON COUNCIL

**TO:** MEMBERS, PLANNING COMMITTEE OF THE COMMON COUNCIL

**FROM:** TIMOTHY SHEEHAN, STAFF

**RE:** URBAN ACT GRANT AMENDMENT

**DATE:** JANUARY 15, 2010

***********************************************************************

The State has provided Norwalk an Urban Act Grant in the amount of $5 million to fund public improvements within the Waypointe Development Project. The current funding allocation as identified by the State Bond Commission for the $5 million Urban Act grant is to assist with final design and surveys for the Waypointe mixed use development project. While the need for design services remains, the work of completing site control is a first priority in any redevelopment effort, in order to move the project forward into zoning approvals and entitlement. Therefore, grant funding in the area of land appraisals, site acquisitions and environmental investigations needs to be prioritized. Recognizing last spring that the present State Bond Commission allocation language too narrowly defines the uses for the grant, the Agency has been working with DECD to put forward the request to amend the current grant authorization language.

ACTION REQUESTED: (A) Authorize the Mayor to request that DECD submit the following language to the State Bond Commission to amend the current grant budget for the $5 million Urban Act grant approved December 12, 2008 for the City of Norwalk Waypointe mixed-use development project in the West Avenue Corridor redevelopment area:

***These funds are requested to provide a grant-in-aid to the City of Norwalk to assist with the development of public improvements associated with the Waypointe mixed-use development project in the West Avenue Corridor redevelopment area.***

(B) Authorize the Norwalk Redevelopment Agency as the Grant Administrator to execute all documents relevant to implement the Urban Act Grant

:

Assistance Agreement and the Project Financing Plan and Budget for the DECD Urban Act $5 million grant for public improvements associated with the Waypointe mixed-use development project in general accordance with the attached draft budget. Such authorization does not extend beyond a 15% change in any related line item.

## Part IV-Budget:

| Capital Costs: | This Request Grant | This Request Loan | Prior* State Funds | Future State Funds | Non-State Funds | Totals |
|---|---|---|---|---|---|---|
| New Construction | | | | | | $0 |
| Renovations/Improvements | | | | | | $0 |
| Leasehold Improvements | | | | | | $0 |
| Property Acquisition | $2,985,000 | | | | | $2,985,000 |
| Appraisals | $44,000 | | | | | $44,000 |
| Computer Equipment | | | | | | $0 |
| Office Equipment | | | | | | $0 |
| Machinery/Equipment | | | | | | $0 |
| Engineering/Architectural | $600,000 | | $3,629,000 | | | $4,229,000 |
| Environmental/Feasibility | | | | | | $0 |
| Administrative Costs | $355,000 | | $355,000 | | | $710,000 |
| Contingency | $1,016,000 | | $1,016,000 | | | $2,032,000 |
| Other: | | | | | | $0 |
| **Sub-total** | $5,000,000 | $0 | $5,000,000 | $0 | $0 | $10,000,000 |

# PUBLIC INFORMATION SESSION NOTICE

DOUGLAS HEMPSTEAD, CHAIRMAN OF THE PLANNING COMMITTEE OF THE COMMON COUNCIL HAS CALLED FOR A PUBLIC INFORMATION SESSION TO BE HELD TO REVIEW THE PROPOSED AMENDMENT TO THE STATE GRANT FOR THE WAYPOINTE PROJECT THAT IS CURRENTLY BEING CONSIDERED BY THE PLANNING COMMITTEE.

THE MEETING WILL BE HELD ON JANUARY 21 AT 6:30 pm, IN ROOM A300 OF NORWALK CITY HALL. ANY MEMBER OF THE PUBLIC HAVING AN INTEREST OR A QUESTION ON THIS SUBJECT IS WELCOME TO ATTEND THIS SESSION. TIMOTHY SHEEHAN THE EXECUTIVE DIRECTOR OF THE REDEVELOPMENT AGENCY WILL PROVIDE A BRIEF PRESENTATION OF THE AMENDMENT AND WILL BE AVAILABLE FOR QUESTIONS.