THE PLANNING COMMITTEE
OF THE COMMON COUNCIL

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

TO: MEMBERS, PLANNING COMMITTEE OF THE COMMON COUNCIL

FROM: NICK KYDES, CHAIRMAN

DATE: DECEMBER 27, 2012

RE: **MEETING NOTICE**

The next scheduled meeting of the Planning Committee of the Common Council will be held on **Thursday, January 3, 2013 at 7:30 pm**, in Room 231 in Norwalk City Hall. Please Note the Time and Location.

PLANNING COMMITTEE OF THE COMMON COUNCIL
January 3, 2013
7:30 PM

A G E N D A

CALL TO ORDER

ROLL CALL

I. APPROVAL OF MINUTES – December 6, 2012

II. BUSINESS

A. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

1) Review CDBG PY 39 NOFA
2) Review and Approve CDBG Application Review Process for PY 39
3) Authorize the required Public Hearing on the Draft PY39 Annual Action Plan to be scheduled for April 4, 2013 at 6:30 PM

B. CHOICE NEIGHBORHOODS PLANNING GRANT WASHINGTON VILLAGE

1). Review and approve to advance to the Office of Corporation Counsel the proposed modifications to the Day Street Option Agreement as being recommended by counsel to the Norwalk Housing Authority

III. NEW BUSINESS

IV. OLD BUSINESS

ADJOURNMENT

CITY OF NORWALK
PLANNING COMMITTEE OF THE COMMON COUNCIL
REGULAR MEETING
DECEMBER 6, 2012.

ATTENDANCE: Nicholas Kydes, Chair; Carvin Hilliard, Michael Geake, Douglas Hempstead, Warren Peña, David McCarthy,

STAFF: Timothy Sheehan, Redevelopment Agency Director; MaryGrace Weber Redevelopment Agency

OTHERS: Council Member Bruce Kimmel, Council Member David Watts, Council Member Anna Duleep, Eva Erlich, Trinity Financial Project Manager; Kendra Halliwell, Icon Architecture; Curtis Law, Norwalk Housing Authority; Candace Mayer, Norwalk Housing Authority

CALL TO ORDER

Mr. Kydes called the meeting at 7:40 p.m. A quorum was present.

MINUTES OF OCTOBER 4, 2012

**** MR. HEMPSTEAD MOVED THE MINUTES OF SEPTEMBER 18, 2012.**
**** THE MOTION TO APPROVE THE MINUTES OF SEPTEMBER 18, 2012 AS SUBMITTED PASSED UNANIMOUSLY.**

Mr. Peña said that he was pleased to see that some of the long term agenda items had moved forward.

BUSINESS

A. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

1) Advance to the Common Council for Approval the Proposed Substantial Amendment to Norwalk's Consolidated Plan for Housing and Community Development Related to the City Neighborhood Program.

**** MR. KYDES MOVED THE ITEMS.**

Ms. Weber then gave a brief overview of the Proposed Amendment and said that it was to allow the Redevelopment Agency to better quantify the outcomes of the City's CDBG-funded activities. The strategies and target outcomes being proposed are consistent with the existing activities of the City Neighborhoods program which the City has supported with CDBG funding for each of the three years of the current Consolidated Plan for Housing and Community Development (ConPlan) period. The goal is not to compete with pre-established ConPlan

strategies by adding new targeted outcomes. The targeted outcomes that are being proposed are consistent with City Neighborhoods outcomes from the previous program year. Ms. Weber cited the example of technical assistance to businesses, and noted that this outcome will be fully achieved before the new round of CDBG funding is announced.

One letter was received during the 30-day public comment period on the draft Substantial Amendment. Ms. Weber stated that the letter as well as a copy of the Agency's response to the was included in the information packet along with a copy of the proposed amendment. Ms. Weber reiterated that the intent is to have clarification of the specific accomplishments to both HUD and the City.

Related to the CDBG program as a whole, Mr. Hempstead asked if there was a way to track the finances of the applicant to make sure that the agencies are on stable financial ground. Mr. Sheehan replied that they could make a review of financial statements part of the application process, Ms. Weber said that each subrecipient organization's financial statements are reviewed on an annual basis during the mid-year monitoring process. Regarding the Norwalk YMCA, she added that the YMCA had been awarded two grants for facility improvements, that those funds had not yet been disbursed, and that the funding would be re-allocated.

Mr. Watts asked what kind of mechanism was in place for a new program. He said that some programs that he thought would have received CDBG funding had not. Ms. Weber gave a quick overview of the process that was used to evaluate the newer programs. She noted that to ensure compliance with federal regulations and appropriate use of CDBG funds, CDBG awards are dispersed on a reimbursement basis which can be challenging to organizations with constrained budgets, but suggested that partnerships would be helpful for grass root organizations.

Mr. Hilliard said that it would be important not to make dramatic changes because one major organization had folded. He had concerns that this could be used as a reason not to fund a program.

Mr. McCarthy said that Mr. Watts' and Mr. Hilliard's comments were apt, but hoped that the evaluation would not become too cumbersome. Mr. Peña asked what the definition of "viable" would be. Discussion followed.

**** THE MOTION TO ADVANCE TO THE COMMON COUNCIL FOR APPROVAL THE PROPOSED SUBSTANTIAL AMENDMENT TO NORWALK'S CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT RELATED TO THE CITY NEIGHBORHOOD PROGRAM PASSED UNANIMOUSLY.**

2. Discuss the Limited English Proficiency Voluntary Compliance Agreement.

Ms. Weber said that following a compliance review of the City of Norwalk, HUD had issued a preliminary finding of non-compliance with Title VI of the Civil Rights Act in the area of access for persons of limited English proficiency. Title VI prohibits discrimination on the basis of race,

color and national origin in programs and activities receiving any form of federal financial assistance, CDBG or other programs. Failure to provide persons having limited English proficiency with meaningful access to services is considered to be discrimination on the basis of national origin.

The basis for HUD's preliminary finding was that Norwalk had not conducted a required analysis of the needs of its Limited English Proficient population as they relate to the provision of City services and had not, according to FHEO determination, implemented procedures to ensure non-discrimination against non-English speaking persons.

In order to avoid a formal finding of non-compliance that could jeopardize its future CDBG funding, the City of Norwalk entered into a Voluntary Compliance Agreement (attached) with HUD, effective September 28th, 2012, which establishes six specific provisions which the City of Norwalk must meet no later than March 31st, 2013, which are outlined in the memorandum provided in the packet for the meeting. In order to meet the regulations of the VCA, the staff will receive training from the Personnel Department in coordination with the Redevelopment Agency and the Human Relations Office.

Mr. Hempstead asked if there was a way to identify a way to move forward in this area. He pointed out that with the technology, there should be easier ways to do this. There are more than just five languages spoken in the City.

Mr. Kimmel said that he was concerned with the needs analysis and what the analysis actually shows. He said that the bigger issue was determining what was available in terms of translation. If 25% of the population speaks Spanish, then the Administration should have Spanish speaking staff available. Discussion followed.

3. Review HUD's Evaluation of CDBG Program Performance for PY37.

Mr. Sheehan said that the copy of the November letter from HUD's Community Planning and Development office was a report card for the City regarding the CDBG funding. HUD is happy with Norwalk's performance.

4. Present CDBG Schedule for PY 39

Ms. Weber reviewed the key points for the memo and timeline for applications with the Committee members.

5. Request for Approval of Mayoral Signature on Consolidated Plan Certificate of Consistency for the Norwalk Housing Authority Annual Public Housing Authority Plan.

A. The Agency, operating as the CDBG Administrator, deems the Norwalk Housing Authority's PHA Plan for Fiscal Year 2013 to be consistent with the City's Current Consolidated Plan and seeks Planning Committee Approval to advance the

Agency's request for Common Council approval for the Mayor to execute the require Certificate of Consistency that must accompany the PHA Plan when submitted to the U.S. Department of Housing and Urban Development.

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

The Norwalk Housing Authority (NHA) is crafting their annual Public Housing Authority (PHA) Plan, summarizing NHA's strategy for providing affordable housing during the upcoming fiscal year. The NHA Board will be requested to approve the Plan. This PHA Plan will then be submitted to HUD.

Ms. Weber said that the staff had reviewed the process. She proceeded to give a brief overview of the schedule, which was included in the information packet.

Mr. Hempstead asked Ms. Mayer about the status of the appliances in the flooded apartments in Washington Village. Ms. Mayer came forward and updated the Committee members about the flooded units.

**** THE MOTION FOR APPROVAL OF MAYORAL SIGNATURE ON CONSOLIDATED PLAN CERTIFICATE OF CONSISTENCY FOR THE NORWALK HOUSING AUTHORITY ANNUAL PUBLIC HOUSING AUTHORITY PLAN PASSED UNANIMOUSLY.**

6.) Advance to the Common Council for Approval the Proposed revisions to the Citizen Participation Plan.

**** MR. KYDES MOVED THE ITEM.**

Mr. Sheehan said that there would need to be a small adjustment to the plan.

**** THE MOTION TO ADVANCE TO THE COMMON COUNCIL FOR APPROVAL THE PROPOSED REVISIONS TO THE CITIZEN PARTICIPATION PLAN PASSED UNANIMOUSLY.**

B. WASHINGTON VILLAGE REDEVELOPMENT PLAN.

Mr. Sheehan said that there had been much discussion about the Day Street parcel and various presentations in the last few months. The Housing Agency did receive a grant and Trinity Development Group has won the bid. There are some small language changes. Trinity Financial will present the Site Plan and it is expected that the plan will come back before the Committee in January. In March, the plan should be ready to be submitted to HUD and will conclude the planning process for Choice Neighborhoods for Washington Village.

All of the 136 housing units will be transferred into the new development if the City is fortunate to get the full grant.

Ms. Eva Erlich, a Project Manager for Trinity Financial, and Ms. Kendra Halliwell of Icon Architecture came forward to greet the Committee members. Ms. Erlich said that her group had been selected by the Housing Authority. Trinity Financial has done a number of public redevelopments in both Connecticut and Massachusetts. One project was in New Haven. She then displayed a site plan for the proposed Washington Village and said this would be a mixed income community. These will be mixed with low income, work force housing and market rate units.

Icon and Trinity have worked together on low income public housing. The first stage of redevelopment will reconnect Raymond Street to the river. There will be active uses at Raymond and Day and at Ryan Park. By putting larger apartments on the lower levels and having stoops at the front doors, Ms. Erlich said this should help generate activities. The buildings will be 3 - 4 stories tall with elevator access and parking located underneath. The Village is in a flood zone and there are a number of solutions that can be used to deal with those issues.

Mr. Peña said that he was pleased this was being done in the downtown area. He added that Trinity has been in the market for some time and has done wonderful work in the Northeast. There have been concerns expressed about Ryan Park and he hoped that the dialogues would continue. Mr. Peña went on to list numerous areas of concern. However, he said that he was very pleased, but reiterated that the development process needed to include the residents.

Mr. Hilliard said that he had been watching this project develop from the beginning. Concerns are being addressed and Mr. Hilliard felt that the parcel of land that was being turned over for a dollar would end up with market rate residences that will generate taxes.

Mr. Hempstead then explained that the reason that the full council had not voted on the parcel was because the design phase had to be completed first. Now that this site plan has been completed, the issue of the land being turned over to the developer will come before the Council.

Mr. Hempstead asked about the urban planning that involved a major thorough fare. He wondered whether or not it would be worthwhile to consider rotating the buildings to face the side streets. Discussion followed.

Mr. McCarthy said that he was excited to see the plans and that the City was putting some skin in the game. He hoped this would turn into something that people would be excited to live in.

Mr. Watts had several questions regarding the sale of the land parcel to the developer for a dollar. He said that as a Council member, he wanted to see the Grand List grow. Mr. Kydes explained that the developer had nothing to do with the City of Norwalk's taxes. Mr. Sheehan cautioned everyone to remember that the return on the replacement of the public housing units

would not provide as big a yield as it would if the entire development was a market rate development.

C. ECONOMIC DEVELOPMENT MASTER PLAN

1) Review of Recommendations of Norwalk Parking Master Plan and Implementation Methodologies

2) Review public comment from the West Avenue Public Improvement Workshop.

3) Discuss budget for master planning work.

Mr. Sheehan said that the first item had to do with the Norwalk Master Parking Plan. Essentially, the Master Parking Plan is a 10 year program corresponding with the phasing of Norwalk's redevelopment. He said that the goal was to get to an 85% utilization rate and moving towards eliminating minimum requirements. When the build out of the corridor has been completed, then the maximum TDM would be instituted. Mr. Kimmel asked for clarification. Mr. Sheehan then gave a detailed explanation. He said that there should only be short term parking on the street and that more than an hour and a half should be in a garage.

Ms. Duleep left the meeting at 9:00 p.m.

Mr. Sheehan explained the pricing structures and how they need to be coordinated. It is important to maintain an 85% occupancy rate.

Once the economy starts to move again, the parking will become premium. There are currently 8,000 parking spaces in a 1.5 mile corridor. It will be important to control the number of parking spaces so that the demand and availability are balanced. Currently the number of parking spaces is excessive.

Mr. Hempstead asked if this was to be incorporated into the Master Plan. Mr. Sheehan said that it would be important for this committee to have at least a quarterly meeting with the chairs of the (2nd page). This would clarify the Planning Committee's concerns with the other Land Use Commissions and Committees.

Mr. Sheehan then explained that the Master Plan is viewed as an advisory plan. Mr. Hempstead agreed and said that unless it is implemented by Zoning, nothing will happen. That is the reason why Mr. Hempstead feels it is important to include this in the Master Plan.

Mr. Kydes asked how the Committee could implement having a meeting with the other Land Use chairs. Mr. Sheehan said he would extend an invitation and try to set up something in February. Mr. Peña said that he was in favor of inviting the other chairs of the Land Use Commissions and

Committees. He agreed that spending money on research without implementation was frustrating.

Mr. Kimmel said that this was the first time he had seen some flexibility with the issue of parking. He said that the zoning regulations in terms of parking and other areas needed to be examined. It will be important to think long term.

D. DEVELOPMENT PROJECT UPDATE

Wall Street Place
Waypointe
95/7
Norwalk Company
Oyster Shell Park

Wall Street Place - Mr. Sheehan reported that the 5 million dollar grant is in play. Has met with Redevelopment Agency Commissioners and expressed concerns about the developer's ability to meet the time line. The developer has not requested an extension of the LDA timeline, and the staff has some concerns about this. There are also concerns about the New Market Tax Credit financial component piece and the ability to close on the finances before the deadline. The discussion then moved to a bank technical default on a loan.

Mr. Kydes asked what happened to the parking spaces on Isaac Street. He asked Mr. Kydes to review the terms regarding this issue. Mr. Sheehan said that he could not offer a legal opinion. Mr. Kydes requested that Corporation Counsel report to the Committee where the City stands on the LDA and the viability of the project. Discussion followed.

Mr. Sheehan said that currently the developer is not in default with the LDA, and reiterated that the staff has expressed concerns about the ability of the developer to complete the project on time.

Mr. Kydes said that he would like to have the highlights of the LDA outlines and a definition of what would constitute a default. Discussion followed about the details and whether there were any plans if the Mr. Sheehan repeated that currently, the developer was not in default of the LDA.

95/7 – Work is being done on the south parcel and there was a positive outcome with the bank of record. The issue of Spinnaker not moving forward is not due to finances, but of the market. The originally proposed office space is not moving on the market. The bank of record must release Spinnaker from the originally agreed upon plan so they can start construction on the new plan at the site.

Waypoint - The construction fencing went up this week. The financing is short term. Mr. Sheehan said that he hoped that equity funding would be in place by the end of the month.

Norwalk Company - The demolition is completed.

Oyster Shell Park - The entrances that were closed have been reopened, except for the one by the transfer station. The Recreation and Parks has to replace the bollard at the entrance. The project is approximately 98% completed and work is impressive.

Mr. Sheehan noted that the Public Comment on the Community Workshop in the information packet.

Mr. Kydes recused himself at 9:30 p.m. Mr. Hempstead took over chairing the meeting.

A. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONT'D

7) Globe Theater. – Progress update on development of Section 108 Loan Application.

Mr. Hempstead said that Mr. Sheehan has sent a letter to Mr. Farricker on November 13th, but that there has been no response as of yet. Mr. Hempstead said that right now, the City has completed all of its obligations. Mr. Sheehan said that this letter documents that the 108 Loan Application has been adjusted and outlines the requirements requested by the Common Council before approval.

ADJOURNMENT

**** MR. HEMPSTEAD MOVED TO ADJOURN.**
**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 9:35 p.m.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Services

THE PLANNING COMMITTEE
OF THE COMMON COUNCIL

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

TO: MEMBERS, PLANNING COMMITTEE OF THE NORWALK COMMON COUNCIL

FROM: MARYGRACE WEBER, SPECIAL PROJECTS MANAGER

DATE: DECEMBER 28, 2012

RE: CDBG PROGRAM YEAR 39 NOTICE OF FUNDING AVAILABILITY

PY39 NOTICE OF FUNDING AVAILABILITY

In accordance with the City of Norwalk's Citizen Participation Plan, a Notice of Funding Availability (NOFA) (attached) was released on December 28th, 2012. This NOFA announced that a total of $1,226,037 in CDBG funding is anticipated to be available for PY39 activities. It is important to note that this number is based on a best estimate of PY39 CDBG Entitlement grant funding, as well as estimates of non-revolving program income and reprogrammed funds from previous program years and is subject to change.

PY39 applications will be submitted in two phases. The Phase I application will be due on January 18th, 2013. A diverse panel of Agency and City staff will review and score the applications according to the criteria set forth in the NOFA. It will then submit all applications meeting basic program requirements, along with the results of Agency staff's initial scoring, to the Planning Committee ahead of its regular meeting on February 7th.

NO ACTION IS BEING REQUESTED AT THIS TIME

THE PLANNING COMMITTEE
OF THE COMMON COUNCIL

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

TO: MEMBERS, PLANNING COMMITTEE OF THE NORWALK COMMON COUNCIL

FROM: MARYGRACE WEBER, SPECIAL PROJECTS MANAGER

DATE: DECEMBER 28, 2012

RE: PROPOSED CDBG APPLICATION REVIEW PROCESS FOR PY39 AND REQUEST TO SCHEDULE PUBLIC HEARING

Historically, CDBG applicants have been invited to present their proposals during a public hearing held in advance of any recommendations on the allocation of CDBG funding, or any recommendation on advancement into later application rounds. Planning Committee members would then recommend funding allocations for the upcoming year, which CDBG staff would incorporate into a draft Annual Action Plan. According to the procedures of the City's Citizen Participation Plan, the draft AAP would then be made available for a thirty-day public comment period before advancing back to the Planning Committee, or in some cases, directly to the Common Council for approval. Only one or two comment letters were typically received and aside from formal written comment, there was not always opportunity for the public to express their comments or concerns directly to Planning Committee members. CDBG staff is recommending a modification to this process.

CDBG staff suggests that applicants be invited to present their proposals to Planning Committee members during the regularly scheduled meeting of the Planning Committee which will be held on February 7th and that a full public hearing, which is a requirement of the CDBG funding allocation process, be held following the Planning Committee's announcement of recommended funding allocations for the upcoming program year.

The suggested revision to past process is intended to ensure that the public has ample opportunity to comment on PY39 CDBG allocations that have been proposed, and to ensure that the Planning Committee has ample time to consider these comments before the allocation recommendations embodied in the draft Annual Action Plan are finalized and advanced to the full Common Council for review and approval.

ACTION REQUESTED

2) The Agency seeks Planning Committee approval of the proposed CDBG application review process for PY39, as outlined above
3) The Agency further seeks Planning Committee approval to schedule the public hearing associated with the CDBG funding allocation process at 6:30 pm on April 4th, 2013

THE PLANNING COMMITTEE
OF THE COMMON COUNCIL

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

TO: PLANNING COMMITTEE MEMBERS

FROM: TIMOTHY SHEEHAN, STAFF

DATE: DECEMBER 27, 2012

RE: 20 DAY STREET OPTION AGREEMENT MODIFICATIONS AS REQUESTED BY THE NORWALK HOUSING AUTHORITY

On August 2, 2012 the Planning Committee unanimously approved advancing the Option to Purchase 13 and 20 Day Street Agreement referenced at that meeting to the Common Council. As the document was being prepared to advance to the Council, the Norwalk Housing Authority and its Counsel advised both the Redevelopment Agency and the Office of Corporation Counsel that it required certain modifications to the agreement to appropriately comport with the requirements of various funding providers.

Staff's review of this document with the Office of Corporation Counsel suggests that some of the terms contained in the revision require again the Committee's attention and consideration as they are differing from that which was previously approved. These include the following:

1. The definition of the term Project. Staff suggests that the term should reference the implementation of the development and site plan as approved by the Common Council not "the work in pursuit of the Transformation Plan".
2. Section 3, item ii goes beyond the five year term previously approved by the Committee. Staff suggests that this should revert back to the Committee agreed upon five year term.
3. Section 4, the Committee previously did not contemplate portioning the property; it was all or nothing. Again this concern relates to the defined term Project not having any specific context as to that which the Council has approved. Drawing down only a portion of the project or completing only a phase of the project was not previously contemplated and staff suggests that contemplation of such is premature before any application for funding has been made.

Other than these three areas, it is staff's opinion that the document appropriately comports with the general intent of the Committee's intentions as it relates to its approval of the previous Option Agreement, which is attached.

ACTION:

The Planning Committee approves advancing to the Common Council upon review by the Office of Corporation Counsel (with or without stated modifications) the attached document entitled Option to Purchase Agreement By and Between The City of Norwalk and the Norwalk Housing Authority.

OPTION TO PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF NORWALK AND NORWALK HOUSING AUTHORITY

This Agreement made on this _____ day of _____, 2013 by and between the City of Norwalk, Connecticut acting herein by its Mayor, Richard A. Moccia, duly authorized (hereinafter "the City") and the Housing Authority of the City of Norwalk acting herein by its Executive Director, Curtis O. Law, duly authorized (hereinafter the "NHA") granting the option to purchase certain real property owned by the City.

WHEREAS, the parties have agreed upon a mutual goal of undertaking the broad revitalization of the Washington Village neighborhood of South Norwalk in order to positively transform the community and redevelop the public housing structures located there; and

WHEREAS, NHA has been awarded a 2011 Choice Neighborhood Initiative Planning Grant from the United States Department of Housing and Urban Development (hereinafter "HUD"), to fund the development of a comprehensive Transformation Plan targeting Washington Village (the work in pursuit of the Transformation Plan is hereinafter referred to as the "Project"); and

WHEREAS, NHA will prepare an application to HUD for a Choice Neighborhood Implementation Grant (hereinafter the "Implementation Grant") in response to a Notice of Funds Availability issues by HUD, to fund the actual implementation of the Transformation Plan; and

WHEREAS, the parties understand that the application for the Implementation Grant will require that NHA present evidence that it has full site control of the real properties required to undertake any phase of the Project; and

WHEREAS, certain real property included within the scope of the Project, and over which the NHA must have control to implement the project, is currently owned by the City; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which the City shall transfer the Property (as defined below) to NHA for purposes of the Project.

NOW, THEREFORE, in consideration of the payment to the City by NHA of the sum of $1.00, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties have agreed as follows:

1. The real property subject to this Agreement is identified as 13 Day Street and 20 Day Street, Norwalk, and also known as District 2, Lot 58, Block 46 and District 2, Lot 60, Block 1, respectively (hereinafter collectively referred to herein as the

"Property" more specifically described on Schedules A and B attached hereto). The Property is currently owned by the City of Norwalk.

2. The City hereby gives NHA the exclusive right and option to purchase the Property to be incorporated into the Project pursuant to the terms and conditions set forth in this Agreement.

3. The Option hereby granted shall expire upon the earlier of the following, unless otherwise extended by the parties:

(i) NHA is notified by HUD that it will not be awarded the Implementation Grant after NHA has submitted no more than two (2) applications to HUD; or
(ii) [December 31, 2018]; or
(iii) The failure of NHA to obtain any required approvals by the U.S. Department of Housing and Urban Development; or
(iv) The failure of NHA to obtain financing to complete the Project; or
(v) NHA determines that it is not in its best interest to acquire the Property following its due diligence review; or
(vi) The Option is not exercised by NHA in compliance with the terms hereof within one hundred eighty (180) days from the date NHA executes a written Grant Agreement with HUD for the funding of the Project.

In the event that the Option expires as provided in this Section 3, the parties shall execute a Release of this Agreement in a form mutually agreed upon, which Release shall be recorded on the Norwalk Land Records acknowledging the expiration of the Option and the release of each party from any and all responsibilities arising hereunder.

4. The City hereby agrees to convey the Property or any portion thereof to NHA for purposes of the Project, upon receipt of written notice from NHA that it has been awarded the Implementation Grant referenced above and expressing its intent to exercise this Option. Such written notice (the "Notice of Intent to Exercise Option") shall include a copy of the Grant Agreement and shall be sent to the Mayor as provided in Paragraph 10 below no later than one hundred eighty (180) days following execution of the Grant Agreement by NHA. The Property shall be conveyed by quit claim deed.

5. The parties agree and acknowledge that the time lines stated in this Agreement are of the essence and shall be observed and enforced without delay. If any party requests an extension of time, such extension shall be granted only by agreement expressed in a signed, written amendment hereto.

6. Recording of Option. The City may record this document on the Norwalk Land Records.

7. Closing. In the event the NHA exercises this Option to purchase it must provide to the City the following prior to the transfer taking place: (1) reasonable proof that it has

obtained and has in place adequate financing to complete the Project as approved in accordance with an approved Transformation Plan and (2) a copy of the signed, written Grant Agreement with HUD. The proposed closing date shall be set forth in NHA's written Notice of Intent to Exercise Option sent to the City. The parties shall mutually agree upon the actual date and time for the closing. In no event shall such date be later than one hundred eighty (180) days following the execution of the Grant Agreement between HUD and NHA for the Implementation Grant, unless otherwise agreed by the parties. The parties further acknowledge and agree that the exercise of the Option is expressly conditioned on NHA obtaining: (i) written determination, on the basis of a federally required environmental review (and an approval of the request for release of funds and approval of the responsible entity's certification, if applicable) that the purchase of the Property may proceed in accordance with 24 CFR Part 58 or 24 CFR Part 50, as applicable; and (ii) all necessary approvals from the U.S. Department of Housing and Urban Development, including Site and Neighborhood Standards review and acquisition approval, and NHA will not exercise the Option unless the foregoing conditions are satisfied.

8. Purchase Price. The purchase price for the Property shall be $1.00 payable by NHA to the City at closing. As additional consideration for this Option, NHA shall be responsible for general maintenance of the property throughout the effective period of this Option. Such maintenance responsibilities shall include but not be limited to mowing, clearing of litter and general safeguarding of the Property; provided, however, that all risk of loss or damage to the Property by fire or other casualty shall remain with the City until Closing.

9. Title. The City agrees to deliver title to the Property and clear of all liens and encumbrances except as shown on Schedules A and B.

10. The City represents and warrants to NHA that:

(i) The Property is not subject to any leases, tenancies, subleases or other occupancy rights, recorded or unrecorded, written or oral. Any relevant changes after the date hereof shall be updated and set forth on a revised Schedule D prior to Closing.

(ii) The entering into this Agreement (and the sale of the Property to NHA) (i) shall not constitute a violation or breach by The City of: (x) any contract, agreement, understanding or instrument to which it is a party or by which the City or the Property is subject or bound; or (y) any judgment, order, writ, injunction or decree issued against or imposed upon them; and (ii) will not result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority.

(iii) There are no (i) claims, actions, suits, condemnation actions or proceedings pending or, to the best of the City's knowledge, threatened against the City or the Property, which would materially and adversely affect the City or the Property, or (ii) violations of any law, statute, government regulations or requirement, which would materially and adversely affect the City or the Property. Any relevant changes or occurrences after the date shall be disclosed to NHA prior to the Closing.

11. The City will cooperate fully with the NHA in providing books, records and other documentation in City's possession or control for review, including but not limited to, any leases

and related documents, working drawings, plans and specifications, surveys, site plans, engineering reports, insurance policies, service contracts, management contracts, real estate tax receipts, environmental inspection and remediation reports and annual operating statements. The above referenced items shall be provided to NHA within 30 days of the effective date of this Option.

12. The City will provide reasonable access to the Property for all physical inspections and appraisals required by the NHA, which inspections and appraisals shall be conducted at the NHA's sole cost and expense. NHA agrees not to cause any material damage to the Property in the course of any inspections of the Property and to reasonably restore the Property if any material damage occurs. NHA shall provide the City with reasonable prior notice of any inspection or testing of the Property, and shall provide the City with evidence of insurance of the person(s) performing such inspection or testing prior to entry onto the Property. The City shall have the right to be present at any such inspection or testing. NHA will not be responsible for any pre-existing conditions which may be encountered as a result of NHA's due diligence review.

13. NHA's due diligence review will include, but not be limited to, engineering, zoning, environmental and hazardous waste reviews, and any other matters as the NHA shall deem appropriate.

14. NHA will be responsible for arranging an Owner's Policy of Title Insurance without exceptions, other than those approved in writing by the NHA at the time that NHA provides notice to the City that it elects to go forward with the purchase of the Property.

15. The City and NHA agree that neither party was represented by a broker in this transaction.

16. The City agrees to maintain the Property in the same condition as currently exists as the Property until Closing or until this Option Agreement terminates subject to NHA's fulfillment of its obligation to maintain the Property throughout the term of this Option as set out in paragraph 8.

17. The City will advise the NHA of any known or existing violations of any law or regulation regarding the Property. The City agrees to correct such violations prior to closing.

18. Notices and General Conditions.

a) A notice, demand, or other communications under this Agreement by any party shall be deemed sufficiently given or delivered if hand delivered or if sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

(i) Notices to the City must be addressed to the Mayor at 125 East Avenue, P.O. Box 5125, Norwalk, Connecticut, 06856-5125, with a copy to Corporation Counsel at 125 East Avenue, P.O. Box 798, Norwalk, Connecticut 06856-0798 or at such other address as the City may, from

time to time, designate in writing and forward to the NHA as provided in this Section;

(ii) Notices to the NHA, must be addressed to its Executive Director at 24 ½ Monroe Street, Norwalk, Connecticut 06854, with a copy to Donna M. Lattarulo, Esq., Lattarulo Law Firm, LLC, 304 Main Avenue, # 329, Norwalk, Connecticut 06851.

b) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

c) This Agreement shall be construed under and governed by the laws of the State of Connecticut.

d) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws, regulations, statutes, municipal charters and codes.

e) Any right or remedy which any party to this Agreement may have under this Agreement, or any of its provisions, may be waived in writing by such party without execution of a new or supplementary Agreement. Any such waiver shall not affect any other rights not specifically waived. If any party to this Agreement does not exercise or delays in exercising or exercises only in part any of its respective rights and/or remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by such party or a waiver of any subsequent default or breach of covenant or condition.

f) This Agreement may be amended only by a written document, duly executed by the parties hereto, evidencing the mutual agreement of the parties to such an amendment.

g) This Agreement will be effective only upon the approval by the Norwalk Common Council of the Transformation Plan contained in NHA's application to HUD for the Implementation Grant. Any substantive change in the Transformation Plan or the scope of the Project not otherwise required by or resulting from the application of HUD regulations must be reviewed by the Norwalk Common Council and approved by a majority vote of its members, and such approval shall be evidenced by an affirmation statement duly executed by the City. This Option Agreement may not be exercised if either the Transformation Plan or the scope of the Project is at any time, substantially changed without such consent of the Norwalk Common Council evidenced as stated above.

h) A substantial change to the plan is considered to be a twenty percent (20%) change in any material component of the proposed Plan.

IN WITNESS WHEREOF, the NHA and the City have caused this Agreement to be duly executed each in its own behalf by the Mayor of the City and the Executive Director of NHA, respectively. The parties' respective seals are hereunto duly affixed on or as of the date first above written. This Agreement, therefore, constitutes a valid and binding obligation enforceable in accordance with its terms, conditions, and provisions.

Dated at Norwalk, Connecticut, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' Signatures

_____

_____

CITY OF NORWALK

By: _____
Richard A. Moccia
Its Mayor
Duly Authorized

Date Signed: _____

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

On this _____ day of _____, 2011, before me, the undersigned officer, personally appeared RICHARD A. MOCCIA, who acknowledged himself to be the Mayor of the City of Norwalk, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City by himself as Mayor.

In Witness Whereof, I hereunto set my hand and official seal.

_____
Notary Public
Commission of the Superior Court

Witnesses' Signatures

NORWALK HOUSING AUTHORITY

_____

_____

By: _____
Curtis O. Law
Its Executive Director
Duly Authorized

Date Signed: _____

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

On this _____ day of _____, 2012, before me, the undersigned officer, personally appeared CURTIS O. LAW, who acknowledged himself to be the Executive Director of the Housing Authority of the City of Norwalk, and that he as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Housing Authority of the City of Norwalk by himself as Executive Director.

In Witness Whereof, I hereunder set my hand and official seal.

_____
Notary Public
Commission of the Superior Court

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

THE PLANNING COMMITTEE
OF THE COMMON COUNCIL

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

TO: MEMBERS, PLANNING COMMITTEE OF THE NORWALK COMMON COUNCIL

FROM: TIM SHEEHAN, STAFF

DATE: AUGUST 2, 2012

RE: NORWALK HOUSING AUTHORITY OPTION TO PURCHASE 13 AND 20 DAY STREET

SUMMARY

Washington Village as sponsored by the Norwalk Housing Authority (NHA) was one of only 17 projects nationally to be awarded a $250,000 *Choice Neighborhoods Planning Grant* from the U.S. Department of Housing and Urban Development (HUD). HUD's *Choice Neighborhoods Initiative (CN)* seeks to promote a comprehensive approach to transforming distressed areas of concentrated poverty into viable and sustainable mixed-income neighborhoods by linking housing improvements with a wider variety of public services including schools, public transit and employment opportunities. The CN is the centerpiece of the Obama Administration's interagency Neighborhood Revitalization Initiative - a collaboration between the Departments of Housing and Urban Development, Education, Justice, Treasury and Health and Human Services to support the ability of local leaders from the public and private sectors to attract the private investment needed to transform distressed neighborhoods into sustainable, mixed-income neighborhoods with the affordable housing, safe streets and good schools every family needs. A critical step in the process of formulating a Choice Neighborhood is the development of a Transformation Plan.

To this end the NHA has secured the services of an architect through a competitive bidding process and has selected DHK, a Boston, Massachusetts firm. The NHA also issued a Request for Qualifications (RFQ) for a Master Developer and has selected Trinity Financial, from Boston as well. It will be the charge of these parties to develop a Washington Village Transformation Plan that is acceptable both economically and aesthetically to the residents, the investment community, the NHA, the City and HUD. Following the conclusion of the planning process and its related approval, the developer and NHA will pursue the federal implementation funding from HUD. Typically, such implementation grants have an order of magnitude of roughly $30 Million and are highly competitive.

The early redevelopment scenarios for the Washington Village site have incorporated the City-held parcels at 13 and 20 Day Street. The NHA is requesting that the City convey these properties to the NHA upon the execution of an implementation grant contract with HUD. The NHA and its project consultant have presented this project a number of times to the Planning Committee commencing in 2009 and concluding in January of 2012 when the NHA and the NRA presented to the Committee a draft Option Agreement that had the approval of the NHA and the City's Corporation Counsel. The Planning Committee unanimously approved the related terms as attached. The Planning Committee also reviewed and questioned the Planning Commission's denial of the Option Agreement on December 15, 2011 as part of the 8-24 review process. The Planning Commission's reasoning for the denial was that the option agreement as presented did

not comply with the Plan of Conservation and Development policy to "Expand the public parking supply, including the building of new parking garages...on public land off Water Street in South Norwalk." Secondly, it did not comply with the Plan of Conservation and Development policy to "Implement the recommendations of the South Norwalk Planning Study for "Day Street Housing and Public Parking." The Planning Commission further indicates that if such modifications are made the Option Agreement would be approved.

The NHA and NRA as well as the selected developer believe that the Planning Commission's request to require the parking structure be specifically located on the 20 Day Street site is premature for a project that has yet to be fully designed. Obviously there will be structured parking associated with the development and the intent of the Planning Commission is understood, but the Commission's absolute location of such a facility within the project does not incorporate site planning, design or the required site conditions to support the parking structure. Given the premature nature of this requirement and the fact that the Common Council ultimately has approval over the project site plan prior to the Option Agreement being executed staff is recommending advancing the Option Agreement to the Council for approval, understanding that such approval will require a super majority of the Council for it to be approved.

The advancement of the Option Agreement at this point is based on the project's first phase CHFA Tax Credit Application which is due this fall and requires both evidence of site control and written evidence of zoning approval as a condition of project eligibility. Neither of these two project components can advance without the Option Agreement being approved by the Council and accepted by the NHA Commission.

ACTION REQUESTED:

The Planning Committee of the Common Council approves advancing the proposed Option Agreement between the Norwalk Housing Authority and the City of Norwalk for the purchase of 13 and 20 Day Street as prepared by Corporation Counsel.

OPTION TO PURCHASE
AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK
AND
NORWALK HOUSING AUTHORITY

This Agreement made on this _____ day of _____, 2011 by and between the City of Norwalk, Connecticut acting herein by its Mayor, Richard A. Moccia, duly authorized (hereinafter "the City") and the Housing Authority of the City of Norwalk acting herein by its Executive Director, Curtis O. Law, duly authorized (hereinafter the "NHA") granting the option to purchase certain Properties owned by the City.

WHEREAS, the parties have agreed upon a mutual goal of undertaking the broad revitalization of the Washington Village neighborhood of South Norwalk in order to positively transform the community and redevelop the public housing structures located there; and

WHEREAS, NHA has been awarded a 2010 Choice Neighborhoods Initiative Planning Grant from the United States Department of Housing and Urban Development (hereinafter "HUD"), to fund the development of a comprehensive Transformation Plan targeting the Washington Village and its surrounding neighborhood ; and

WHEREAS, NHA is currently in the process of preparing an application to HUD for a successor grant program, known as the Choice Neighborhoods, Hope VI- Implementation Grant (hereinafter the "Implementation Grant"), to fund the actual implementation of the Transformation Plan (the work in pursuit of the Transformation Plan is hereinafter referred to as the "Project"); and

WHEREAS, the parties understand that the application for the Implementation Grant will require that NHA present evidence that it has full site control of the real properties required to undertake the replacement housing component of the Project; and

WHEREAS, certain real property included within the scope of the Project and over which the NHA needs to have control, are currently owned by the City; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which the NHA will be granted the necessary site control over such real property belonging to the City for purposes of the Project.

NOW, THEREFORE, the parties have agreed as follows:

1. The real property subject to this Agreement is identified as 13 Day Street and 20 Day Street, Norwalk, and also known as District 2, Lot 58, Block 46 and District 2, Lot 60, Block 1, respectively (hereinafter the "Properties"). The Properties are currently owned by the City of Norwalk and are more particularly described in **Exhibit A** attached hereto.

2. The City hereby gives NHA the exclusive right and option to purchase the Properties to be incorporated into the Project pursuant to the terms and conditions set forth in this Agreement.

3. The Option hereby granted shall expire upon the earlier of the following:

(i) NHA is notified by HUD that it will not be awarded the Implementation Grant after NHA has submitted no more than two (2) applications for the Grant to HUD;

(ii) the Option is not exercised by NHA in compliance with the terms of this Agreement within thirty (30) days from the date of receipt by NHA of written notice of an award of the Implementation Grant from HUD as set out in paragraph 4 below; or

(iii) five (5) years after the application deadline date for the Implementation Grant.

In the event that the Option expires as provided above, the parties shall execute a Release document in substantially the form attached hereto as **Exhibit B**. This Release shall be recorded on the Norwalk Land Records acknowledging the expiration of the Option and the release of each party from any and all responsibilities arising hereunder.

4. The City hereby agrees to convey the Properties to NHA for purposes of the Project, upon receipt of written notice from NHA that it has been awarded the Implementation Grant referenced above and expressing its intent to exercise this Option. Such written notice must enclose a copy of the Grant Award and be sent to the Mayor as provided in Paragraph 10 below, no later than thirty (30) days following receipt of the Grant Award by NHA. Conveyance will be by quit claim deed.

5. The parties agree and acknowledge that the time lines stated in this Agreement are of the essence and shall be observed and enforced without delay. If any party requests an extension of time, it can be granted only by agreement expressed in a signed, written amendment hereto.

6. Recording of Option. The City may record this document on the Norwalk Land Records.

7. Closing. In the event the NHA notifies the City of its intent to exercise this Option to purchase after a satisfactory due diligence review, as herein defined, it must provide to the City the following prior to the transfer taking place: (1) reasonable proof that it has obtained and has in place adequate financing to complete the Project as approved -in accordance with the approved Transformation Plan- and (2) a copy of the signed, written Grant Agreement with HUD. The proposed closing date shall be set forth in NHA's written Notice of Intent to Exercise Option sent to the City. The parties shall mutually agree upon the actual date and time for the

closing. In no event shall such date be later than sixty (60) days following the execution of the Grant Agreement between HUD and NHA for the Implementation Grant.

8. Purchase Price Consideration. The parties acknowledge that the Properties have been collectively valued at One Million Nine Hundred Eighty Two Thousand Five Hundred Thirty-Five Dollars ($1,982,535.00). Nonetheless, in order to facilitate the Project, the purchase price for the Properties hereunder shall be One Dollar ($1.00) payable by NHA to City at closing. As additional consideration for this Option, NHA shall be responsible for general maintenance of the properties throughout the effective period of this Option. Such maintenance responsibilities shall include but not be limited to mowing, clearing of litter and general safeguarding of the Properties.

9. Title. The City agrees to deliver title to the Properties and clear of all liens and encumbrances except the following:

10. Based on present information and belief, the City represents and warrants to NHA as follows:

(i) The Properties are not subject to any leases, tenancies, subleases or other occupancy rights, recorded or unrecorded, written or oral. Any relevant circumstances after the date hereof will be disclosed prior to Closing.

ii) Entering into this Agreement (and the sale of the Properties to NHA) (i) does not constitute a violation or breach by the City of: (x) any contract, agreement, understanding or instrument to which it is a party or by which the City or the Properties is subject or bound; or (v) any judgment, order, writ, injunction or decree issued against or imposed upon them; and (ii) will not result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority.

(iii) There are no (i) claims, actions, suits, condemnation actions or proceedings pending or, to the best of the City's knowledge, threatened against the City or the Properties, which would materially and adversely affect the City or the Properties, or (ii) violations of any law, statute, government regulations or requirement, which would materially and adversely affect the City or the Properties. Any relevant changes or occurrences after the date hereof will be disclosed to NHA prior to Closing.

11. The City will cooperate with NHA in responding to requests for documentation in City's possession or control for review concerning the Properties.

12. The City will provide reasonable access to the Properties for all physical inspections and appraisals required by the NHA, which inspections and appraisals shall be conducted at the NHA's sole cost and expense. NHA shall not cause any damage to the Properties in the course of any inspections and shall reasonably restore the Properties if any

damage occurs. NHA shall provide the City with reasonable prior notice of any inspection or testing of the Properties, and shall provide the City with evidence of insurance of the person(s) performing such inspection or testing prior to entry onto the Properties. The City shall have the right to be present at any such inspection or testing or to object to any activity planned in connection with such proposal inspection or testing.

13. NHA's Due Diligence review will include, but not be limited to, applicable engineering, zoning environmental and hazardous waste reviews, and such other matters as the NHA or HUD shall in the exercise of reasonable discretion deem appropriate.

14. NHA will be responsible for arranging an Owner's Policy of Title Insurance without exceptions, other than those approved in writing by the NHA at the time that NHA provides notice to the City that it elects to go forward with the purchase of the Properties.

15. The City and NHA agree that neither party was represented by a broker in this transaction.

16. The City agrees to maintain the Properties in the same condition as currently exists at the Properties until Closing or until this Option Agreement terminates subject to NHA's fulfillment of its obligation to maintain the Properties throughout the term of this Option as set out in paragraph 8.

17. Notice.

(a) A notice, demand, or other communications under this Agreement by any party shall be deemed sufficiently given or delivered if hand delivered or if sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

(i) Notices to the City must be addressed to the Mayor at 125 East Avenue, P.O. Box 5125, Norwalk, Connecticut, 06856-5125, with a copy to Corporation Counsel at 125 East Avenue, P.O. Box 798, Norwalk, Connecticut 06856-0798 or at such other address as the City may, from time to time, designate in writing and forward to the NHA as provided in this Section;

(ii) Notices to the NHA, must be addressed to its Executive Director at 24 ½ Monroe Street, Norwalk, Connecticut 06854, with a copy to Donna M. Lattarulo, Esq., Lattarulo Law Firm, LLC, 304 Main Avenue, # 329, Norwalk, Connecticut 06851.

b) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

c) This Agreement shall be construed under and governed by the laws of the State of Connecticut.

d) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws, regulations, statutes, municipal charters and codes.

e) Any right or remedy which any party to this Agreement may have under this Agreement, or any of its provisions, may be waived in writing by such party without execution of a new or supplementary Agreement. Any such waiver shall not affect any other rights not specifically waived. If any party to this Agreement does not exercise or delays in exercising or exercises only in part any of its respective rights and/or remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by such party or a waiver of any subsequent default or breach of covenant or condition.

f) This Agreement may be amended only by a written document, duly executed by the parties hereto, evidencing the mutual agreement of the parties to such an amendment.

g) This Agreement will be effective only upon the approval by the Norwalk Common Council of the Transformation Plan is included in NHA's application to HUD for the Implementation Grant. Any substantive change in the Transformation Plan or the scope of the Project not otherwise required by or resulting from the application of HUD regulations must be reviewed by the Norwalk Common Council and approved by a majority vote of its members, and such approval shall be evidenced by an affirmation statement duly executed by the City. This Option Agreement may not be exercised if either the Transformation Plan or the scope of the Project is at any time, substantially changed without such consent of the Norwalk Common Council evidenced as stated above.

Additionally, the conveyance of the properties shall be further conditioned upon the following: (1) ownership shall automatically revert to the City if, following the conveyance, either the Transformation Plan or the scope of the Project is substantively changed without the required consent of the Council as described above, and (2) if the Common Counsel does not approve (by majority vote of its members) of the recommended Master Developer and such reversion shall take place the 30th day following notice from the City that it does not consent to any substantive change made to the Plan or to the scope of the Project. Currently, the Transformation Plan and the Project's scope and specifications are set out and described in the application for the Implementation Grant, a copy of which is attached hereto and incorporated herein as **Exhibit ____**. A substantial change to the plan is considered to be a twenty percent (20%) change in any material component of the proposed Plan.

IN WITNESS WHEREOF, the NHA and the City have caused this Agreement to be duly executed each in its own behalf by the Mayor of the City and the Executive Director of NHA, respectively. The parties' respective seals are hereunto duly affixed on or as of the date first above written. This Agreement, therefore, constitutes a valid and binding obligation enforceable in accordance with its terms, conditions, and provisions.

Dated at Norwalk, Connecticut, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' Signatures

_____

_____

CITY OF NORWALK

By: _____
Richard A. Moccia
Its Mayor
Duly Authorized

Date Signed: _____

Witnesses' Signatures

_____

_____

NORWALK HOUSING AUTHORITY

By: _____
Curtis O. Law
Its Executive Director
Duly Authorized

Date Signed: _____

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

On this _____ day of _____, 2012, before me, the undersigned officer, personally appeared RICHARD A. MOCCIA, who acknowledged himself to be the Mayor of the City of Norwalk, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City by himself as Mayor.

In Witness Whereof, I hereunto set my hand and official seal.

_____
Notary Public
Commission of the Superior Court

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

On this _____ day of _____, 2012, before me, the undersigned officer, personally appeared CURTIS O. LAW, who acknowledged himself to be the Executive Director of the Housing Authority of the City of Norwalk, and that he as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Housing Authority of the City of Norwalk by himself as Executive Director.

In Witness Whereof, I hereunder set my hand and official seal.

_____
Notary Public
Commission of the Superior Court

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

NORWALK on the move

PLANNING COMMISSION

DEC 15 2011

December 14, 2011

Timothy Sheehan, Executive Director
Norwalk Redevelopment Agency
125 East Avenue
Norwalk CT 06856-5125

RE: Norwalk Redevelopment Agency – 8-24 Referral– Option agreement to transfer 13 & 20 Day Street parcels to Norwalk Housing Authority

Dear Mr. Sheehan;

At its meeting of December 13, 2011, the Norwalk Planning Commission reviewed the above-referenced referral and took the following actions:

*** RESOLUTION ***

RESOLVED by the Norwalk Planning Commission that, in accordance with Section 8-24 of the Connecticut General Statutes, the referral by the Redevelopment Agency for the transfer of City property known as 13 & 20 Day Street to the Norwalk Housing Authority in accordance with the terms of the Draft Option Agreement received on November 8, 2011 and revised to December 6, 2011, be **DENIED**; and

BE IT FURTHER RESOLVED that the reasons for this action are:

1. That the option agreement does not comply with the Plan of Conservation and Development policy to "Expand the public parking supply, including the building of new parking garages in Norwalk's downtowns including Main and High Streets, Isaac's Street (mixed-use), Webster Street, Washington Street, and on public land off Water Street in South Norwalk" (E.5.1.1, p.39); and
2. That the option agreement does not comply with the Plan of Conservation and Development policy to "Implement the recommendations of the South Norwalk Planning Study for "Day Street Housing and Public Parking" (p. 44-45); and

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Mayor, Common Council and other appropriate agencies.

After further consideration, the Commission adopted a second resolution:

*** RESOLUTION ***

RESOLVED by the Norwalk Planning Commission that, in accordance with Section 8-24 of the Connecticut General Statutes, the referral by the Redevelopment Agency for the transfer of City property known as 13 & 20 Day Street to the Norwalk Housing Authority in accordance with the terms of the Draft Option Agreement received on November 8, 2011 and revised to December 6, 2011 **IF MODIFIED** to provide for a public parking structure at 20 Day Street, be **APPROVED**; and

BE IT FURTHER RESOLVED that the reasons for this action are:

1. ***That the option agreement has been revised to comply*** with the Plan of Conservation and Development policy to "Expand the public parking supply, including the building of new parking garages in Norwalk's downtowns including Main and High Streets, Isaac's Street (mixed-use), Webster Street, Washington Street, and on public land off Water Street in South Norwalk" (E.5.1.1, p.39); and

2. *That the option agreement has been revised to comply* with the Plan of Conservation and Development policy to "Implement the recommendations of the South Norwalk Planning Study for "Day Street Housing and Public Parking" (p. 44-45); and

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Mayor, Common Council and other appropriate agencies.

Thank you for referring the draft Option agreement for the transfer of two city-owned parcels to the Norwalk Housing Authority. If you have any questions regarding the above actions, please do not hesitate to call me at (203) 854-7780.

Very truly yours,

Dorothy Wilson
Senior Planner

cc. Richard A. Moccia, Mayor, City of Norwalk
Carvin J. Hilliard, Council President, Norwalk Common Council
Members of the Norwalk Common Council