



COMMON COUNCIL

LAND USE AND BUILDING MANAGEMENT COMMITTEE

MEETING AGENDA

WEDNESDAY, JUNE 7, 2017

7:30 PM at NORWALK CITY HALL, ROOM #333

(Agenda amended June 6, 2017. Amended items in Italic)

I. ROLL CALL

II. PUBLIC PARTICIPATION

III. MINUTES OF PREVIOUS MEETING(S)

May 3, 2017

IV. OLD BUSINESS (none)

V. NEW BUSINESS

A. Ben Franklin Center

- 1. "Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Stepping Stones Museum for Children for the use of 4 classrooms on the first floor of Ben Franklin Center from July 5, 2017 to August 4, 2017 to provide a summer camp program."**

B. Norwalk Public School

- 1. "Authorize the Purchasing Agent to issue a Purchase Order to Houghton Mifflin Harcourt for NPS social studies teaching material for a total not to exceed \$23,915.84. Acct #09185010-5777-C0609"**
- 2. "Authorize the Purchasing Agent to issue a Purchase Order to Pearson for high school biology teaching material for a total not to exceed \$102,233.15. Acct #09185010-5777-C0609"**

3. **“Authorize the Purchasing Agent to issue a Purchase Order to CDW Government LLC for Chromebooks and carts for Brien McMahon High School International Baccalaureate Diploma Program for a total not to exceed \$ 55,107.00. Acct #09185010-5777-C0609”**
4. **“Authorize, the Purchasing Agent to issue a Purchase Order to Oxford University Press for textbooks for Brien McMahon High School International Baccalaureate Diploma Program for a total not to exceed \$37,150.00. Acct #09185010-5777-C0609”**
5. **“Authorize the Purchasing Agent to issue a Purchase Order to CDW Government LLC for NPS Chromebooks for a total not to exceed \$256,200. Acct. #09185010-5777-C0112”**
6. **“Authorize the Purchasing Agent to issue a Purchase Order to Apple for computers for the Media Pathway Program at Norwalk High School for a total not to exceed \$47,388.00. Acct. #09185010-5777-C0112”**

C. Oak Hills Park

1. **“a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Herbert Recovery Systems Inc. for the removal of contaminated soil from underground fuel tanks at Oak Hills Park for a total not to exceed \$21,500. Funds are available from DEEP grant – Acct. ##09151340-5799-C0558**
 - b. **Authorize the Office of Building Management to issue change order on Contract for a total not to exceed \$4,300.”**
2. **“Authorize to increase contingency allowance for Turco Golf Inc.’s contract for Oak Hill Park Improvement Project for an additional \$30,000 (total \$50,000) and authorize Office of Building Management to issue change orders on Contract. Funds are available from DEEP Grant. Acct. #09151340-5799-C0558”**

D. Building Management

1. **“a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Onel Construction, LLC for the Norwalk Senior Center Façade Repairs Project for a total not to exceed \$40,000.00. Funds are available from account #0912 7100 5777 C0147.**

b. Authorize the Office of Building Management to issue change orders on Contract for a total not to exceed \$4,000.00.”

2. *“Authorize the Mayor, Harry W. Rilling, to execute a 0% Loan Agreement with M-Core Credit Corporation for the balance of the costs for the energy conservation lighting retrofit project at the Belden Main Library for an amount not to exceed \$42,655.00. This project was implemented through and with financial incentives from Eversource. Monthly loan payment will be processed through utility billing from Eversource.”*

E. Health Department

1. *Review bids for the fire alarm upgrades at the Health Department building and refer the following to the Common Council for action:*
“a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with AM Electric Company, LLC for the Health Department Fire Alarm Upgrade Project for a total not to exceed \$102,000.00. Funds are available from account #0917 2012 5777 C0552.
b. Authorize the Health Department to issue change orders on the Contract for a total not to exceed \$10,200.00.”

F. Belden Main Library

1. *Norwalk Belden Library site development and land acquisition project:*
a. Review proposal to acquire property at 11 Belden Avenue;
b. Refer proposal to the Planning Commission for Section 8-24 Review;
c. Refer recommendation to the Common Council to “Authorize the Mayor, Harry W. Rilling, to execute any and all documents with 587 Connecticut Ave., LLC for the proposed acquisition of property located at 11 Belden Avenue. Terms of the acquisition shall be as outlined in Attorney Mario Coppola, Corporation Counsel’s memo dated June 1, 2017”

VI. MISCELLANEOUS/DISCUSSION ITEMS



VD2

DEPARTMENT OF PUBLIC WORKS

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*

RE : BELDEN LIBRARY – LIGHTING RETROFIT LOAN

DATE: JUNE 5, 2017

In the fall of 2016, the Common Council approved an energy conservation lighting retrofit project at the Belden Library. Working closely with Eversource, our contractor has completed the retrofit work. Eversource has provided the incentive funds directly to the contractor. The adjusted balance of the construction costs is \$42,655.00. Eversource is scheduled to provide a 0% loan to cover the balance. The loan repayment will be made in four years through Eversource’s on-bill repayment process.

Recently, Eversource modified their loan process. In lieu of issuing the loan directly, the loan will be issued by M-Core Credit Corporation and Eversource will write-down the interest rate to 0%. In order to meet this new process, a new Common Council action is required to authorize the Mayor to execute a loan agreement with M-Core. Please see attached back-up documents for detail explanation.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute a 0% Loan Agreement with M-Core Credit Corporation for the balance of the costs for the energy conservation lighting retrofit project at the Belden Main Library for an amount not to exceed \$42,655.00. This project was implemented through and with financial incentives from Eversource. Monthly loan payment will be processed through utility billing from Eversource.

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : BELDEN MAIN LIBRARY – LIGHTING RETROFIT

DATE: AUGUST 29, 2016

Last winter, the Purchasing Department issued a Request for Proposals (RFP) from energy conservation firms to implement an energy efficient lighting retrofit project at the Belden Main Library. A total of 6 proposals were received. A Review Committee was created which consists of Councilman Livingston (Chair of Land Use and Building Management Committee), Gerald Foley (ex-Purchasing), Mike Sgobbo (Building & Management), Tom Schadlich (Library) and myself. The Committee shortlisted the firms and interviewed three firms. Thereafter, we obtained additional information/clarification from the two finalists: Power Point Energy and Facility Solutions Group. Based on the final information, attached is the updated summary comparing the various components of the two proposals.

At this time, the staff would like to recommend the award of this project to Power Point Energy – Option 2 which includes an energy efficient mechanical equipment component enabling the project to qualify for the comprehensive incentive program. PPE-2 also incorporates a larger number of fixture replacement which generates greater incentive payment, resulting in a shortest payback period and greater long term savings.

In addition, it is important to note that PPE is proposing to use non-ballasted LED fixtures which have a higher initial capital cost but greater operating savings.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Power Point Energy for the energy efficient lighting retrofit project at**

Belden Main Library. Terms of the agreement shall include the following:

- **Total Project Cost – not to exceed \$152,980**
 - **Projected incentive amount - \$96,012**
 - **Net cost to the City to be financed by Eversource - \$56,968**
- b. **Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply and receive energy incentive funds from Eversource for the Belden Main Library efficient lighting retrofit project.**
- c. **Approve to establish a contingency fund in the amount of \$8,000 to cover project related expenditures. Acct. # 09157100 5777 C0149**

9. Authorize the Purchasing Agent to issue a purchase order to School Outfitters for the purchase of Chromebook Tech Tubs for schools for a total not to exceed \$4,826.50. Account # 09175010-5777-C0112 **AUTHORIZED**
10. Authorize the Purchasing Agent to issue a purchase order to Black Rock Technology Group for the purchase of Logitech keyboard for schools for a total not to exceed \$1,368.75. Account # 0917-5010-5777-C0112 **AUTHORIZED**
- 11a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Power Point Energy for the Belden Main Library energy efficient lighting retrofit project. Terms of the agreement shall include the following:
- Total Project Cost – not to exceed \$152,980
 - Projected incentive amount - \$96,012
 - Net cost to the City to be financed by Eversource - \$56,968 **AUTHORIZED**
- 11b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply and receive energy incentive funds and financing from Eversource for the Belden Main Library efficient lighting retrofit project. **AUTHORIZED AS AMENDED**
- 11c. Approve to establish a contingency fund in the amount of \$8,000 to cover project related expenditures. Acct. # 09157100 5777 C0149" **APPROVED**

D. PLANNING COMMITTEE

1. Authorize Mayor to sign the Mayoral Certification for the PY41 CAPER. **AUTHORIZED**
2. Approve the advancement of the PY41 CAPER to HUD. **APPROVED**

E. PUBLIC WORKS COMMITTEE

1. Authorize, the Mayor, Harry W. Rilling, to execute the Third Amendment to the Agreement with CDM Smith, Inc. for Tasks 1-3 identified in the Supplemental Services proposal revised 8/10/2016 for the South Norwalk TOD Pilot Program for a sum not to exceed \$48,770.00. Account No. 09-13-4031-5777-C0514 **AUTHORIZED**
2. Authorize the Purchasing Agent to issue a purchase order to CN Wood Company for the purchase of two (2) 2016 Elgin "Pelican" Three Wheel High Dump Mechanical Street Sweepers for a sum not to exceed \$370,000.00. Account No. 09-17-4031-5777-C0313 **AUTHORIZED**
3. Approve the Necessity for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, last revised August 24, 2016, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00 and appoint Freeholders. **APPROVED**



May 2, 2017

Mr. Alan Lo
Building and Facilities Manager
City of Norwalk
125 East Avenue
Norwalk, CT 06856

Dear Mr. Lo:

This letter is in response to questions about a municipal loan for the energy efficiency project at Belden Library (CT16-1002460) at 1 Belden Avenue in Norwalk, and the relationship between M-Core Credit Corporation and Eversource. In the past, Eversource has financed municipal loans internally; however, that arrangement changed about a year ago, and M-Core is now financing the municipal loans. The Energy Efficiency Fund, administered by Eversource, buys down the loans to 0% interest and supports the incentives, and M-Core holds the loan. For Norwalk's Belden Library, the loan will be re-paid through Eversource's on-bill repayment process, and the loan amount will be added to the library's utility bill.

For Belden Library, the total installed cost for the energy efficient equipment was \$191,550.00, and the amount of the incentives and Comprehensive Bonus was \$95,775.00. The amount of the incentives and bonus was 50% of the installed cost, so the financed amount is \$95,775.00, also.

The municipal loan program through the Energy Efficiency Fund, Eversource, and M-Core Credit Corporation is intended to encourage energy efficiency projects that would not otherwise be completed. We at Eversource are pleased that City of Norwalk and Belden Library are utilizing this opportunity to install energy efficient equipment and reduce energy usage and costs. We hope to work with you on other projects in the future. Please contact me if you have questions or would like more information.

Thank you,

Paula Coutz, Energy Efficiency Consultant
Eversource

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of May 15, 2017, between M-Core Credit Corporation (Obligee) and City of Norwalk, Connecticut (Obligor)

Date of First Payment: August 15, 2017
 Original Balance: \$42,655.00
 Total Number of Payments: Forty-Eight (48)
 Number of Payments Per Year: Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	15-Aug-17	\$888.65	\$0.00	\$888.65	Not Available
2	15-Sep-17	\$888.65	\$0.00	\$888.65	Not Available
3	15-Oct-17	\$888.65	\$0.00	\$888.65	Not Available
4	15-Nov-17	\$888.65	\$0.00	\$888.65	Not Available
5	15-Dec-17	\$888.65	\$0.00	\$888.65	Not Available
6	15-Jan-18	\$888.65	\$0.00	\$888.65	Not Available
7	15-Feb-18	\$888.65	\$0.00	\$888.65	Not Available
8	15-Mar-18	\$888.65	\$0.00	\$888.65	Not Available
9	15-Apr-18	\$888.65	\$0.00	\$888.65	Not Available
10	15-May-18	\$888.65	\$0.00	\$888.65	Not Available
11	15-Jun-18	\$888.65	\$0.00	\$888.65	Not Available
12	15-Jul-18	\$888.65	\$0.00	\$888.65	Not Available
13	15-Aug-18	\$888.65	\$0.00	\$888.65	Not Available
14	15-Sep-18	\$888.65	\$0.00	\$888.65	Not Available
15	15-Oct-18	\$888.65	\$0.00	\$888.65	Not Available
16	15-Nov-18	\$888.65	\$0.00	\$888.65	Not Available
17	15-Dec-18	\$888.65	\$0.00	\$888.65	Not Available
18	15-Jan-19	\$888.65	\$0.00	\$888.65	Not Available
19	15-Feb-19	\$888.65	\$0.00	\$888.65	Not Available
20	15-Mar-19	\$888.65	\$0.00	\$888.65	Not Available
21	15-Apr-19	\$888.65	\$0.00	\$888.65	Not Available
22	15-May-19	\$888.65	\$0.00	\$888.65	Not Available
23	15-Jun-19	\$888.65	\$0.00	\$888.65	Not Available
24	15-Jul-19	\$888.65	\$0.00	\$888.65	Not Available
25	15-Aug-19	\$888.65	\$0.00	\$888.65	\$19,799.20
26	15-Sep-19	\$888.65	\$0.00	\$888.65	\$18,963.35
27	15-Oct-19	\$888.65	\$0.00	\$888.65	\$18,125.27
28	15-Nov-19	\$888.65	\$0.00	\$888.65	\$17,284.95
29	15-Dec-19	\$888.65	\$0.00	\$888.65	\$16,442.39
30	15-Jan-20	\$888.65	\$0.00	\$888.65	\$15,597.59
31	15-Feb-20	\$888.65	\$0.00	\$888.65	\$14,750.53
32	15-Mar-20	\$888.65	\$0.00	\$888.65	\$13,901.21
33	15-Apr-20	\$888.65	\$0.00	\$888.65	\$13,049.63
34	15-May-20	\$888.65	\$0.00	\$888.65	\$12,195.78
35	15-Jun-20	\$888.65	\$0.00	\$888.65	\$11,339.65
36	15-Jul-20	\$888.65	\$0.00	\$888.65	\$10,481.24

EXHIBIT B - CONTINUED

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of May 15, 2017, between M-Core Credit Corporation (Obligee) and City of Norwalk, Connecticut (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
37	15-Aug-20	\$888.65	\$0.00	\$888.65	\$9,620.54
38	15-Sep-20	\$888.65	\$0.00	\$888.65	\$8,757.54
39	15-Oct-20	\$888.65	\$0.00	\$888.65	\$7,892.24
40	15-Nov-20	\$888.65	\$0.00	\$888.65	\$7,024.64
41	15-Dec-20	\$888.65	\$0.00	\$888.65	\$6,154.72
42	15-Jan-21	\$888.65	\$0.00	\$888.65	\$5,282.48
43	15-Feb-21	\$888.65	\$0.00	\$888.65	\$4,407.92
44	15-Mar-21	\$888.65	\$0.00	\$888.65	\$3,531.02
45	15-Apr-21	\$888.65	\$0.00	\$888.65	\$2,651.79
46	15-May-21	\$888.65	\$0.00	\$888.65	\$1,770.21
47	15-Jun-21	\$888.65	\$0.00	\$888.65	\$886.28
48	15-Jul-21	\$888.65	\$0.00	\$888.65	\$0.00

By signing below, Obligor acknowledges that its obligation to make the Contract Payments set forth in Exhibit B to the Contract includes repayment of the principal amount of \$42,655.00, together with interest at 0.00%.

Furthermore, the amount financed by Obligor is \$39,264.63 and such amount is the issue price of this Contract for federal income tax purposes. The difference between the principal amount of this Contract and the issue price is original issue discount, as defined in section 1288 of the Internal Revenue Code of 1986, as amended. The yield of this Contract for federal income tax purposes is 3.800%. Such issue price and yield will be stated in the applicable Form 8038-G.

City of Norwalk, Connecticut

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund



CITY OF NORWALK, HEALTH DEPARTMENT

www.norwalkhealth.com
P: 203-854-7776 / F: 203-854-7934
137 East Avenue
Norwalk, CT 06851

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE
FROM: GLENN IANNACONE, EMERGENCY COORDINATOR
DATE: JUNE 5, 2017
RE: NORWALK HEALTH DEPT. – FIRE ALARM UPGRADE

The fire alarm system at the Norwalk Health Dept. was originally installed in 1967 when the building was constructed. It was added to over the years by adding another fire alarm panel for the elevator recall. The two panels do not communicate with each other. There are areas of the building that don't have horn strobe devices which is a deficiency within the system. The building has a new HVAC system installed in the basement to handle the humidity that would have damaged the storage in the basement that the Historical Commission has stored there. This system had duct detectors installed in the supply and return ducts but the existing fire alarm system could not handle them.

On March 20, 2017 the City's Purchasing Department solicited proposals for the upgrade of the existing fire alarm system with a new EST 3X system for the Norwalk Health Department. The City received three (3) proposals. The results are as follows:

FIRM	Total Lump Sum Bid
AM Electric Company, LLC	\$102,000.00
Pro-Electric, Inc.	\$106,900.00
Sal Sabia Electrical Contractors, Inc.	\$116,400.00
L. Holzner Electric Company	\$118,400.00

After reviewing the bids for the above mentioned project, the Purchasing Department and the Health Department recommend the award to the apparent low bidder, AM Electric Company. Funds are available from 2016-2017 Capital Budget account.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with AM Electric Company, LLC for the Health Department Fire Alarm Upgrade Project for a total not to exceed \$102,000.00. Funds are available from account #0917 2012 5777 C0552.
- b. Authorize the Health Department to issue change orders on the Contract for a total not to exceed \$10,200.00.

CITY OF NORWALK

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

LAW DEPARTMENT



TEL: (203) 854-7750
FAX: (203) 854-7901

June 1, 2017

Common Council Land Use Committee
Norwalk City Hall
125 East Avenue
Norwalk, Connecticut 06851

Re: Option To Purchase Agreement
11 Belden Avenue & Wilton Avenue Property

Dear Ladies and Gentlemen:

The City of Norwalk ("City") and the Norwalk Public Library Foundation (the "Library Board") desire to acquire land adjacent to the City's library on Belden Avenue (the "Library") for various reasons. In the immediate term, there is a critical need for more parking. In the long term, the City desires to develop a comprehensive plan for a better development of the immediate area surrounding the Library which would include a potential expansion and repurposing of the Library as a cornerstone of the redevelopment of that area. In order to achieve these goals, the City needs to acquire control of the subject property at 11 Belden Avenue (the "Property") which is currently owned by 587 CT Ave, LLC (the "Seller").

The proposed draft Option To Purchase Agreement (the "Agreement") is attached hereto as **Exhibit 1**. The Agreement has been executed by the Seller and the Library Board. Please note that we are still in the process of working with the Seller to complete a final draft of the Agreement, including certain documents that will be attached thereto and incorporated therein as exhibits to the Agreement. However, the draft Agreement that is attached hereto provides all of the substantive terms of the deal and any additional revisions, additions and/or deletions amongst the lawyers during the process of completing a final draft shall not significantly change any of the principal terms.

An appraisal of the current fair market value of the Property was confidentially disclosed to you at an executive session on May 9, 2017. As you know, the contents of the appraisal must be kept in strict confidence and not disclosed to anyone else under any circumstances whatsoever because the appraisal discloses the Seller's confidential income and expense information regarding the Property which Connecticut law recognizes as confidential information that is not subject to disclosure under the Freedom of Information Act.

The Agreement provides that the City receive a six (6) year option to purchase the Property for \$4,885,000. During the six year option period, the City would get the significant advantage of having the guaranteed option to purchase the Property for a specific number that is clearly within the range of today's fair market value, during which time the City will work to develop a comprehensive plan for a redevelopment of the area, which would include the expansion and repurposing of the Library. The City will also receive a leased area to provide critically needed parking to the Library as set forth in the attached plan (*See, Exhibit 2*). As consideration for the option to purchase the Property and lease for the Library parking, the City agrees to pay the Seller four hundred and sixty thousand dollars (\$460,000) upon the full execution of the agreement.

The City and Library Board are currently in discussions with the Norwalk Parking Authority in order to develop a plan by which the Parking Authority will manage the parking area. Most likely the parking area will be available to the general public on a paid basis and Library patrons using the Library would be able to use the parking area for free by having a parking ticket validated by the Library staff. The terms of any future agreement between the City, Library Board and Parking Authority will need to be considered and approved by the Parking Authority, Library Board and Common Council at future meetings which will hopefully take place during the next few months.

Please note that the Agreement is scheduled to also be considered by the Planning Commission at its meeting on June 20, 2017 in order to provide an advisory report pursuant to C.G.S. § 8-24. The funding for the proposal will be considered by the Board of Estimate and Taxation at its meeting on July 10, 2017 and a special meeting of the Finance Committee of the Common Council which has yet to be scheduled. I respectfully request that the Land Use Committee vote in favor of the proposed Agreement and move this Agreement forward for consideration by the full Common Council for a final vote at its meeting on July 11, 2017.

Thank you for your consideration of this matter.

Very truly yours,



Mario F. Coppola
Corporation Counsel

Enclosures

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EXHIBIT 1

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**OPTION TO PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK,
THE NORWALK PUBLIC LIBRARY BOARD
AND
587 CT AVE, LLC**

THIS AGREEMENT is made this _____ day of _____, 2017 by and among the City of Norwalk, Connecticut acting herein by its Mayor, Harry W. Rilling, duly authorized (hereinafter "the City"), the Norwalk Public Library ~~Board~~, ^{Foundation Inc.,} acting herein by its President, Alex A. Knopp, duly authorized (hereinafter the "Library Board"), and 587 CT AVE, LLC, acting herein by its Managing Member, Jason Milligan, duly authorized (hereinafter "CT AVE LLC"), granting the option to purchase certain Properties owned by CT AVE LLC.

WHEREAS, the Parties have agreed upon a mutual goal of the coordinated revitalization of certain downtown areas of Norwalk incorporating the neighborhoods of Belden Avenue, Mott Avenue, in order to pursue the goal of positively transforming the community (the "Development Plan"); and

WHEREAS, the Parties acknowledge that the success of the Development Plan depends upon the preservation of opportunities both to expand dedicated parking for patrons of the Norwalk Public Library and to modernize the Library's physical facility located at Belden Avenue; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions for the transactions which the Parties agree to be essential to the success of the Development Plan;

NOW, THEREFORE, in consideration of the promises and agreements on behalf of the Parties, and the valuable consideration recited herein (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

I. THE SUBJECT PROPERTY

The real property subject to this Agreement is identified as 11 Belden Avenue, also known as District 1, Block 35, Lot 21 (the "Belden Avenue Property"); and are more specifically described on **Schedule A**, attached hereto.)

II. THE BELDEN AVENUE PROPERTY

A. OPTION TO PURCHASE

1. CT AVE LLC hereby gives the City the exclusive right and option to purchase the Belden Avenue Property pursuant to the terms and conditions set forth in this Agreement.
2. The option hereby granted shall expire six (6) years from the date that this Agreement is fully executed by all Parties, time being of the essence, unless exercised by the City pursuant to the terms set out in paragraph 3 hereof or otherwise extended by mutual written agreement of the parties. Upon the expiration of the Option, this Agreement shall automatically terminate without further action by any party.
3. The Option must be exercised by the City sending written notice together with a deposit of TWENTY-FIVE THOUSAND Dollars (\$25,000.00) to CT AVE LLC no less than SIXTY (60) DAYS prior to requested closing date. The closing must take place on or before the final date of the Option unless there is a written agreement of the Parties to allow for a later date to close. The agreed upon fixed purchase price is FOUR MILLION EIGHT HUNDRED EIGHTY FIVE THOUSAND Dollars (\$4,885,000). The conveyance shall be made by Warranty Deed transferring good and marketable title free and clear of all liens and encumbrances, except as may be agreed to by the City.
4. CT AVE LLC acknowledges that it currently leases the entire second floor of the Belden Avenue



Property to Milligan Real Estate LLC (MRE) pursuant to a month-to-month lease. So long as MRE is still a tenant of the Belden Avenue Property at the time that this Property is conveyed to the City, the City agrees that MRE will be allowed to continue its occupancy of the second floor pursuant to a written Lease agreement with the City, for a period of six (6) months from the date the City takes title to the Property. No rent shall be due to the City during this Six (6) month lease period.

5. CT AVE LLC shall not as of the date of this Agreement, enter into any new lease or extend any existing lease for any portion of the Belden Avenue Property the terms of which would extend beyond the six (6) year Option period, without the prior written consent of the City, which consent shall not be unreasonably withheld. The terms of any such lease shall provide that the lease shall attorn to the City upon the transfer of the property contemplated herein.
6. During the Option period CT AVE LLC shall not deliberately, physically damage the building or property at the Belden Avenue Property.

B. LEASE TO CITY

1. CT AVE LLC agrees to grant the City a six (6) year lease of the parking area situated on the Belden Avenue Property for its exclusive use as adjunct parking for the Norwalk Public Library (the "Library"). The lease term shall commence as of the date that this Agreement is fully executed by the parties and Option Payment is made to CT AVE. LLC, pursuant to paragraph III.1. The Lease area is depicted on the map attached hereto as **Exhibit A**. The rent under the lease shall be One Dollar (\$1.00) per year. The terms of the lease shall be as set forth in the attached document incorporated herein as **Exhibit B**. Throughout the term of the Lease the City shall be responsible for all maintenance and management of the leased area.



2. The Lease to be granted to the City hereunder, shall include the right in the City to use the berm area adjacent to the current row of Library parking on the west side of the Library building, as shown and depicted on the map attached hereto as Exhibit A, in order to construct and incorporate an additional row of parking for the exclusive use of Library patrons. CT AVE LLC will assist and cooperate with the City in obtaining any permits and approvals needed for this use.
3. CT AVE LLC agrees that it will make available for use by the Library patrons on a non-exclusive basis, the parking spaces depicted on Exhibit A from the date of delivery by the City of this Agreement in draft form until such time as a formal lease is executed by the Parties, so long as the application to withdraw the appeal of the zoning approval as set out in Section III paragraph 6 below is approved by the Superior Court, Judicial District of Stamford-Norwalk at Stamford by the Library Board. CT AVE LLC shall install appropriate temporary barriers along the border of the parking area in order to delineate and separate such area from the remainder of the Belden Avenue Property.

III. CONSIDERATION FOR THE OPTION

1. As consideration for the Option to Purchase and the Lease of the Belden Avenue Property, the City agrees to pay to CT AVE LLC FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000.00) (the "Option Payment") on or before August 31, 2017, time being of the essence.
2. The City does not make any representations whatsoever that it will be able to obtain the necessary City agency approvals and funding in order to execute this Agreement and tender the Option Payment to CT AVE LLC prior to August 31, 2017. However, at the insistent request of CT AVE LLC, the City shall endeavor, but will not be obligated in any whatsoever, to obtain all



of the necessary City agency approvals by June 27, 2017 and to have this Agreement executed by the Mayor and the Option Payment tendered to CT AVE LLC by July 14, 2017. If the City is not able to obtain all of the necessary City agency approvals by June 27, 2017, the City shall endeavor, but will not be obligated in any whatsoever, to obtain all of the necessary City agency approvals by July 11, 2017 and to have this Agreement executed by the Mayor and the Option Payment tendered to CT AVE LLC by July 28, 2017. If the City fails to make the Option Payment by August 31, 2017, it shall have no further interests or rights of any kind in the Belden Avenue Property, unless otherwise extended by mutual written agreement of the parties.

3. Upon the payment of the Option Payment, CT AVE LLC shall immediately file a withdrawal of its application and zoning permit for the 69 unit residential apartment located at 11 Belden Avenue, Norwalk, CT, a project identified as “Lofts at Mott Ave”, and further agrees not to resubmit any proposal for such location until the happening of the following: a) the six (6) year option period for the Belden Avenue Property referenced above has expired, and b) the City has failed to exercise its option to purchase the Belden Avenue Property in accordance with the terms of this Agreement, or c) the City agrees in writing in advance to permit the submission of such a proposal. An -undated- copy of the Withdrawal from CT AVE LLC is attached hereto as **Exhibit C**.

4. Upon the execution of this Agreement by CT AVE LLC, the Library Board will immediately file an application for the withdrawal of its administrative appeal of the approval of the “Lofts at Mott Ave” Project filed in Stamford Superior Court, entitled *Norwalk Public Library Foundation, Inc. vs. Zoning Commission of the City of Norwalk and 587 CT AVE, LLC*, Docket Number FST-CV16-6028970-S (“Library Board Appeal”). That withdrawal is being held in

escrow and a copy is attached hereto as **Exhibit D**. The Library Board will take reasonable steps to encourage the other plaintiff party to the appeal to also withdraw its appeal.

IV. GENERAL TERMS

1. The Parties acknowledge that the proposed conveyances and lease with the City is required to be reviewed by the Norwalk Planning Commission pursuant to Connecticut General Statutes Section 8-24 and finally approved and authorized by the Norwalk Common Council.
2. The Parties agree that the timelines stated herein should be observed and enforced without delay. However, if any Party requests an extension of time, such extension shall be granted only by agreement expressed in a signed, written amendment hereto.
3. The Parties represent to each other that to the best of their knowledge and information:
 - a. The Property to which they have title is not subject to any leases, tenancies, subleases or other use or occupancy rights, recorded or unrecorded, written or oral, other than Peoples Bank, Milligan Real Estate LLC, and Body 4 Brain. Any relevant changes after the date hereof shall be updated and set forth in writing prior to closing.
 - b. The entering into this Agreement and the sale of Property pursuant to the terms and conditions hereof (i) shall not constitute a violation or breach by such Party of (1) any contract, agreement, understanding or instrument to which it is a party or by which the Party is subject or bound; or (2) 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 government or quasi-governmental authority.
4. There are no (i) claims, actions, suits, condemnation actions or proceedings pending or, to the best of the Party's knowledge, threatened against such Party or such Party's Properties- which

would materially and adversely affect its Property, or (ii) violation of any law, statute, governmental regulations or requirement, which would materially and adversely affect any such Property, except as noted herein. There is currently litigation pending in the Connecticut Superior Court Judicial District of Stamford/Norwalk at Stamford described - S & E PROPERTIES, LLC v. 587 CT AVE, LLC Docket No. FST-CV 15-6026730-S between the owner of 15 Belden Avenue and CT AVE LLC concerning rights related to parking on 15 Belden Avenue. CT AVE LLC represents that the outcome of this litigation could affirm a 1948 deed that gives parking rights to CT AVE LLC, on the Belden Avenue Property, or it could determine 11 Belden Avenue has no parking rights on the Belden Avenue Property, or something in between. Each Party will cooperate with the other Party in providing reasonable access to records and documentation in such Party's possession or control for review, including but not limited to any leases and related documentation, surveys, engineering reports, environmental inspection and remediation reports.

5. The Parties each agree that neither of them were represented by a broker in any transaction described herein.
6. 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, CT 06856-5125, with a copy to Corporation Counsel at 125 East Avenue, P.O. Box 5125, Norwalk, CT 06856-5125.



- (ii) Notices to 587 Ct Ave, LLC must be addressed to 11 Belden Avenue, 2nd Floor, Norwalk, CT 06850.
- (iii) Notices to the Norwalk Public Library Board must be addressed to Alex Knopp, President, Norwalk Public Library, 1 Belden Avenue, Norwalk, CT 06850.
7. This Agreement shall be construed under and governed by the laws of the State of Connecticut.
8. If any provision of this Agreement is held invalid, the remainder of the 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.
9. 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.
10. This Agreement may be amended only by a written document, duly executed by all of the Parties hereto, evidencing the mutual agreement of the Parties to such an amendment.
11. This Agreement will be effective only upon its approval by the Norwalk Common Council.
12. This Agreement shall be immediately recorded on the Norwalk Land Records as an encumbrance on the Belden Avenue Property as soon as the Agreement is fully executed by the parties and the Option Payment is made to CT AVE. LLC, pursuant to paragraph III.1.



IN WITNESS WHEREOF, the Library Board, 587 CT AVE, and the City have caused this Agreement to be duly executed each in its own behalf by the Mayor of the City, the President of the Library Board, and the Manager of 587 CT AVE LLC, 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.

[SIGNATURE PAGES FOLLOW]



SCHEDULE A

A handwritten signature or scribble consisting of a looped shape with a long tail extending to the right.

Exhibit A

That certain piece or parcel of land in the Town of Norwalk, County of Fairfield and State of Connecticut, known as No. 11 Belden Avenue and being shown on a certain map or plan entitled "MAP OF PROPERTY PREPARED FOR MARY LEE STIEGLER NORWALK, CONN. Scale: 1" = 20' AUGUST 11, 1978 . . . LEO LEONARD, P.E. & L.S. CONN. REG. NO. 2496", which map or plan is on file with the Norwalk Town Clerk and numbered #8466, reference to which may be had, said piece or parcel of land including the land shown on said map or plan as "8' Strip to be Conveyed to First District", said piece or parcel of land (including said 8' Strip) being bounded:

NORTHEASTERLY	by Belden Avenue 237.53 feet;
SOUTHEASTERLY	by land now or formerly of First Taxing District, City of Norwalk, as shown on said map, 176.93 feet;
SOUTHERLY	by land now or formerly of said First Taxing District, City of Norwalk, as shown on said map, 34.42 feet;
EASTERLY	by land now or formerly of said First Taxing District, City of Norwalk, as shown on said map, 225.65 feet;
SOUTHERLY AGAIN	by Mott Avenue, 80.00 feet;
WESTERLY	by land now or formerly of Norwalk Aerie No. 588 Fraternal Order of Eagles, as shown on said map, 286.43 feet;
SOUTHWESTERLY	by land now or formerly of said Norwalk Aerie No. 588 Fraternal Order of Eagles, as shown on said map, 7.69 feet;
NORTHWESTERLY	by land now or formerly of Walter Whitton, as shown on said map, 214.05 feet.

Being the same land conveyed to Mary Lee Stiegler by instrument dated February 3, 1969, recorded in the Norwalk land records in Volume 710, at Page 744.

Together with and subject to the reciprocal rights of way and easements set forth in two certain instruments recorded in the Norwalk land records in Volume 338, at Pages 389 and 390, respectively.

And together with and subject to the right of way, rights and reservations set forth in a certain instrument recorded in the Norwalk land records in Volume 334, at Page 246.



Exhibit B

1. Governmental laws and restrictions applicable to the Property.
2. The lien of non-delinquent general real estate taxes, special assessments and other governmental taxes and charges constituting a lien on all or any part of the Property.
3. The leases assigned to Grantee by separate document of near or even date herewith.
4. Rights of vendors and service providers under contracts assigned to Grantee by separate document of near or even date herewith.
5. Any state of facts that would be disclosed by and inspection of the Property or by an accurate survey of the Premises.



EXHIBIT 2

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