

**CITY OF NORWALK  
PLANNING COMMITTEE  
DECEMBER 15, 2008**

**ATTENDANCE:** Phyllis Bolden, Chairwoman; Bill Krummel; Andy Conroy;  
Kelly Straniti; Doug Hempstead.

**STAFF:** Tim Sheehan; Director, Norwalk Redevelopment Agency, Susan  
Sweitzer, Norwalk Redevelopment Agency.

**CALL TO ORDER**

The meeting was called to order at 7 p. m. by the Chairman.

**PUBLIC PARTICIPATION**

There was no one who wished to speak.

**WEST AVENUE REDEVELOPMENT PROJECT**

Discussion of Waypoint Master Development Agreement

The meeting was turned over to Mr. Sheehan.  
First item on agenda was article 15, which was completed in the last meeting in  
November of 2008.

Mr. Sheehan then moved on to Article 16. Mr. Krummel then recalled items 7 – 14 being  
done previously. The meeting then resumed with Article 16. Article 15 will be  
addressed at next month's meeting.

The meeting then resumed with Article 16, the Cooperation; Construction Coordination  
with the purpose to review the development between the three parties signing the  
agreement.

The parties are to review and agree in good faith on the various Easements, Licensing  
and Utility agreements associated with the project.

Mr. Sheehan discussed the two parties of ownership, one being the City and the other  
being the private sector. The stated agreements would then be worked out on those issues.

The parties will have Thirty days to agree on the critical path on the coordinating  
construction schedule to take place.

Mr. Sheehan then asked Mr. Krummel if he wished to elaborate on the discussion. It was stated that in Exhibits G and Q Mr. Krummel had nothing to discuss.

Mr. Sheehan stated that the record reflect that Exhibits have not yet been provided and that such Exhibits will be referenced in the Index. In regard to roadways that will become City owned, all will comply with legal City requirements in regard to construction and dedications of rights of way to the City.

The Redeveloper will be responsible for providing the architect and construction management agreements and include indemnity for the public improvement. All contractors, sub contractors and material providers will be required to supply lien waivers in regard to payments actually received and work actually performed. The Redeveloper will also be responsible for providing monthly progress reports and updates on the construction and costs paid with respect to the Public Improvements.

There is an existing outdoor dining ordinance that requires tables to be adjacent to the building in which the restaurant is located.

Mr. Krummel disagrees with the dining being at curbside because of heavy congestion and traffic in regard to employees and customers. It seems as though there would not be enough room for this to proceed comfortably.

Mr. Sheehan opened a discussion on the size of the sidewalks and what is city owned and what is privately owned. His explanation stated from the curb back would be private and from the curb forward would be City owned.

Ms. Bolden brought the question up as to whether or not everyone was in agreement with outdoor dining and the reply was that at the curb is what is in question and not outdoor dining. The purpose of this is to allow people to come up to and look at the stores rather than being right up against them.

The issue is the size of the sidewalks which would be sixteen feet wide allowing for foot traffic so as not to impede the outdoor dining. Mr. Krummel is concerned with outdoor dining being pedestrian friendly. Mr. Sheehan pointed out that all of this sidewalk space is privately owned. Ms. Bolden agreed that it all makes a big difference with that point being made by Mr. Sheehan.

The Agreement maintains that the City cooperate with the Redeveloper on the location of kiosk and valet parking stands that is reasonably required by the Redeveloper.

There was discussion on the issues of green design. Mr. Sheehan stated that the buildings will be rated and certified by the developer.

The developer is seeking a LEED Silver rating and has assured all that the rating will be at least consistent with and exceed the basic rating.

It is recognized that the City will have to improve and enforce the parking regulations surrounding the project area. The parking for the project cannot slip into the on-street parking that already exists. The project parking cannot interfere with existing businesses and homes that already park there.

The discussion for solving the parking situation came up. Mathew's Park and Stepping Stones Museum were both mentioned as free parking lots.

This encourages all to work together in compliance with the regulations.

Mr. Hempstead cautioned the committee about the wording in regard to the Certifications, he stated that the developer is looking for a Silver rating on the project versus "design to". Mr. Hempstead explained it is a lot harder to get the rating rather than "design to" the rating standard. Certification is also much more expensive.

Article XVII: Redevelopment Plan deals with how the City and Agency will deal with any legal challenges brought about by the Redevelopment Plan and the related appeal process.

At that point Mr. Sheehan stated there is a no-fault termination provision for all parties involved. Mr. Sheehan explained that the redeveloper would be allowed meaningful participation in the City's legal defense just like when Maritime Motors challenged the Reed Putnam Urban Renewal Plan.

This section also addresses the redevelopers consent not to oppose a change or amendment to the Redevelopment Plan. Unless there would be an adverse affect on Plan Area B.

Article XVII also states if the City makes a change to the zoning or redevelopment plan that would prevent the Redeveloper from constructing in accordance with the Master Site Plan , the action provides the Redeveloper with a terminating right.

Mr. Krummel would like more specifics on what the "manner intended" means and Mr. Sheehan's answer was that it could be brought to Robinson & Cole.

The Property Acquisition Section, that would be Articles 18 and 19, has been deleted as stated by Mr. Sheehan. That brings the Committee up to Article 20 which are Budgets and Accounts. The purpose of this section outlines the provisions of the developer's project operating account.

This brings the Committee up to Article 22, the Developer's Private Improvement Obligations. It is agreed that all construction be completed in a diligent manner and in substantial accordance with the Plans and Construction Schedule. Once construction has been completed the Redeveloper is expected to enter into Leases that are in accordance with the Merchandising Plan attached as an Exhibit..

There will be no adult uses contained within the project and that restriction shall run with the property.

Affordable housing is a 15 percent requirement and the affordable units will consist of 10 percent of those units being at or below 80 percent of the state meeting income, and 5 percent which are at 100 percent of the area meeting income. Also 33 percent will be allowed to be developed in Plan Area C providing the total investment to be consistent with the actual cost of constructing the units within the project area. No agreement on this has been made yet.

Plan Area C is the area from Academy to Harbor Avenues. Mr. Krummel stated that improving the housing in the above mentioned area is what would take place there.

The developer owns housing in that area and is looking to enter into a development contract with a not for profit development agency.

Mr. Krummel stated that past concerns with offsite affordable housing was with the distance from the project itself. This would be better because the location would be closer and the project would be adjacent.

The SSD is based upon \$1 per 1,000 square feet per unit at 350,000 square feet.

Mr. Hempstead asked about any updates on Fannie Mae or Freddie Mac in regard to mortgages and affordable housing, Mr. Sheehan stated that would be an issue for the next meeting.

Mr. Krummel stated one last concern in regard to entertainment and the small movie theatre suggested in the Redevelopment Plan. He vowed to protect the already existing Garden Cinema and SoNo theatres. The integration of a small movie theatre is alright as long as it does not contribute to the above mentioned going out of business. It was recognized as a red flag. If need be it would be removed from the contract.

### **OLD BUSINESS**

There was no old business.

**NEW BUSINESS**

There was no new business.

**ADJOURNMENT**

- \*\* MR. HEMPSTEAD MOVED TO ADJOURN.**
- \*\* MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:10 p. m.

Respectfully submitted,

Gloria Cancelli,  
Telesco Secretarial Services

