

Common Council Actions

September 25, 2007

**NORWALK, CONNECTICUT 8:00 P.M. DST COUNCIL CHAMBERS
ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO
APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND
OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS
ARE SUBJECT TO THE AVAILABILITY OF FUNDS.**

Mayor Moccia opened the meeting at 8:05 p.m. and led the assembly in the Pledge of Allegiance.

I. ROLL CALL

Ms. Roman called the Roll. There were fifteen (15) members present.

PRESENT: Michael Coffey Fred A. Bondi
Carvin J. Hilliard Joanne T. Romano
Kelly L. Straniti Douglas E. Hempstead
Herbert A. Grant Gwen L. Briggs
Rev. Phyllis Bolden William Krummel
Douglas Sutton Kevin Poruban
Nicholas Kydes Matthew Miklave
Richard McQuaid

ABSENT: None

Ms. Roman announced that all members of the Council were present.

II. ACCEPTANCE OF MINUTES

Regular meeting – September 11, 2007

**** MS. ROMANO MOVED TO APPROVE THE MINUTES OF SEPTEMBER 11,
2007 AS SUBMITTED.**

**** THE MOTION PASSED UNANIMOUSLY.**

III. PUBLIC PARTICIPATION

The first speaker was Attorney John Louizos from Curtis, Brinkerhoff & Barrett, P.C. located at 666 Summer Street in Stamford. Atty. Louizos read the following letter into the record.

September 25, 2007

Michael Coffey
Council President
Norwalk Common Council
125 East Avenue
Norwalk, CT 06856

Re: Currie Tire – 599 West Avenue, Norwalk, CT

Dear Mr. Coffey and members of the Common Council,

Our firm represented Currie Tire, which has been located at 599 West Avenue since 1929.

On March 13, 2007, we submitted a letter to the Common Council outlining point by point the legal flaws in the West Avenue Corridor Redevelopment Plan (the “Plan”) and the legal flaws in the process that has been followed. The contents of that letter are incorporated herein by reference.

Despite our repeated warnings, the Common Council has since approved the Plan and is now considering appointing Robinson & Cole as Special Counsel for the West Avenue project – which has been recently re-named “Waypointe” by developer Stanley M. Seligson properties.

We want to go on record that the developer does not have an agreement to purchase our client’s property and to go on notice that the City of Norwalk now has legal exposure if our client’s property is improperly subjected to the threat of eminent domain.

THERE IS NO AGREEMENT

Since March, the law of eminent domain in Connecticut has changed significantly to benefit property owners like our client. Also, since that time, Seligson properties has attempted to assemble the necessary properties but it has been unsuccessful in doing so. Negotiations with our client have so far resulted in offers that we would submit are not in good faith and are not bona fide offers. These offers were not acceptable to our client.

EMINENT DOMAIN ABUSE

A Superior Court jury recently determined that Branford officials acted in bad faith when they abused the eminent domain laws. A \$12.4 million verdict was entered against the Town of Branford. While the facts of that case are different than the Waypointe development, the issue is the same – municipalities must not abuse the power of eminent domain and if they do so they will be found liable for the damages they cause.

You are being asked tonight to “put the cart before the horse, “ so to speak, in retaining one of the largest law firms in Connecticut to devote its time and resources to a project that is legally flawed and that has yet to assemble all of the necessary parcels.

Very truly yours,

John J. Louizos.

Let it be noted that the following comments and remarks by all speakers have been summarized and are not necessarily verbatim.

Mr. Tod Bryant of 23 Morgan Avenue addressed the Council next. Mr. Bryant said that he was President of the Norwalk Preservation Trust and he said that he had also served on the Wall Street Advisory Committee many years ago. The Committee worked on a concept for the Wall Street area and actually chose a planner and worked with the Redevelopment Agency and the public to develop a plan for the entire Wall Street area. Mr. Bryant said that he was happy to see POKO moving forward on the project. During the time between the original approvals and tonight, Mr. Bryant said that he had the chance to do some reading. He said that even after all the research, he felt it was a good project and might work on Wall Street. He said that he liked the idea of the pedestrian friendliness and having residential units in the area.

Mr. Bryant said that he would also like to comment on the Globe Theater issue. Mr. Bryant said that one of the reasons that they felt that POKO was a good choice was because they had partnered with the Music Theater of Connecticut and already had a plan with an organization committed to turning that building back into use as a theater. This would become a draw during the day because of schools and in the evenings because of performances and help local retailers.

Mr. Bryant said that he would like to endorse POKO as the developer.

Ms. Diane Lauricella of 304 Main Avenue came forward and greeted the Council next. She said that she would like to speak to Agenda Item VII B 1&2 about the Special Counsel for the Waypointe project. Ms. Lauricella said that it is possible to put a cap on billable hours to ensure good management of the time. She suggested that Robinson & Cole be used only for things that the Legal Counsel cannot do.

Ms. Lauricella said that she was asking that the Council approve the Land Disposition with POKO. She said that she has reviewed many different developers and that POKO project is very innovative. Ms. Lauricella said that there has been a serious effort to include cycling, pedestrian friendliness and green design. Ms. Lauricella said that this was a terrific example of what she would like to see Zoning Commission in changing the regulations in the future. She then asked the Council to approve the LDA for POKO.

Ms. Gail Wall, of 119 Partrick Avenue came forward and greeted the Council. She asked the Council to consider tabling Agenda Items VIIC 6 a & b until after the election. Ms. Wall said that the Jazz Fest was a very small venue last year and she said that this proposal should be revisited. She said that she would like to see what the costs to the City were for the event. There was a very low attendance for the event and Ms. Wall said that if the City was going to do a Jazz Festival in Norwalk, it should be done first class and

top notch all the way and not be a burden on the taxpayer. She repeated her request that the Council table this issue until after the election.

Ms. Maribeth Becker came forward and stated that she resides on Morgan Avenue. She said that she was speaking on behalf of herself alone. She said that she lives less than a five minute walk from Wall Street and has been living there for fourteen years. Ms. Becker said that she was one of the few people that would walk around the area. There are new businesses in the area and now there are more pedestrians on the street. She then listed a number of activities that she can do on Wall Street. Ms. Becker said that she likes what POKO has planned, including the affordable housing. Ms. Becker said that she had spoken with Mr. Olsen about affordable housing. She also encouraged the developer to incorporate the existing businesses into the development. Ms. Becker said that she felt that the community would benefit from the redevelopment.

Ms. Becker also mentioned that the Globe Theater was an asset and should remain as one. She also mentioned that the City should look into having the train station back in the center of town. Ms. Becker said that she had attended a seminar on transit orientated development at UConn recently. She encouraged the City to work on this.

Ms. Becker said that she was in favor of POKO's plans for the project.

As a representative from CNNA, Ms. Becker said that last night at the meeting, many people reported problems with the parking for the library.

Mr. Olsen of POKO came forward and said that he saw the enlightened nature of the plans, including West Avenue, Head of the Harbor and 95/7. Mr. Olsen said that the Council deserved a tremendous amount of credit along with the Redevelopment and all the other organizations. It is so important to repopulate the downtown area and creating opportunities for resident, commercial and economic growth.

Mr. Olsen said that it has been a fairly easy process for him as a developer. He said that the Redevelopment Agency has been very helpful in guiding the project through to this point. Mr. Olsen said that he appreciated this and very thankful for it. Mr. Olsen said that it was a very exciting time for him as a developer and thanked the Council once again.

Mr. Andrew Kydes came forward and said he had lived in Norwalk. He said that he had witnessed everyone standing up and pledging to the flag "for liberty and justice for all". Mr. Kydes said that everyone was on record as swearing to the flag. In terms of the project, Mr. Kydes said that he felt this is the most horrendous development for Norwalk that he has ever seen. He said that it was a high density use for a low density space and that the infrastructure needed to be taken into consideration. Other business owners in the area also need to be taken into consideration, also. Mr. Kydes said that no one has done that. He concluded by saying that he hoped this would be considered as "justice for all".

Atty. Nolin said that two letters had been received from individuals who were not present to read them into the record. The first was a letter from Atty. Maniscalco of Reid and

Maniscalco, Attorneys at Law representing Wall 71, LLC. This relates to Agenda Item VII B 2, 3&4.

On Agenda Item IX A 1, regarding the selection of the contractor for the Reed Street Railroad Bridge, a letter from the low bidder was received. This letter was dated September 25, 2007.

There was no one else present who wished to address the Council at this time.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

Resignations: David Turner – Planning Commission
Charles Lashley – Norwalk Historical Commission

Mayor Moccia said that both men were unable to devote the amount of time to the Commissions because of their work schedules.

Appointments: None

Reappointment: None

B. REMARKS

Mayor Moccia said that the City does have Federal funds available for a study of the inter-modal system and the train system would provide some of the needed transportation. Mayor Moccia said that he had spoken with the developers about this issue.

Mayor Moccia said that regarding eminent domain, he believed that the Council was on record as saying that every item would have to come back to the Council for an individual vote. No decisions have been made on eminent domain. He said that he believed it made sense to hire Robinson & Cole to give advice on the bonding issue, but also part of their job is to insure that the City does not get served with a 14 million dollar judgment.

The Mayor then said that he would like to congratulate the City Clerk, Mary Roman, for her wonderful performance in Italy where she won a silver medal in the relay. She is one of the top women athletes in the world.

COUNCIL PRESIDENT

Mr. Coffey said that the Bipartisan Meeting had just concluded and that an attempt would be made to have next month's meeting televised. This would allow the residents to watch

the meetings to see what goes on in a meeting and allow things to be more transparent and open.

The other item that was discussed was the White Barn. Mr. Coffey explained that work is being done towards acquiring a permanent conservation easement on five acres of the property. He said that a walking tour of the property was being organized, with the hopes of adding five more acres of open space for the City. During the last five months, the City had managed to get just over 20 acres of land dedicated as open space, so this additional acreage will be a real plus for the City. Mr. Coffey then thanked the Council, the Mayor and the Land Trust for all their hard work. He also expressed appreciation for the owner of the land who was selling the parcel. He then said that the remaining funds in the account would go towards the purchase price of the Hart property.

Mr. Poruban stated that he had submitted a letter to Mr. Coffey regarding an ethics complaint. Mr. Poruban said that he wished to know what the status was with that issue. Mr. Coffey replied that the Ethics Committee had met earlier in the evening about the issue. Pursuant to the State Statute, it was held in Executive Session. Another meeting for the Ethics Committee has been scheduled for October 9, 2007 at 6:30 p.m.

GENERAL COUNCIL BUSINESS

Mr. Coffey announced that Agenda Item VI A 1 Authorization to Settle Claim: Caragine v. City of Norwalk would be moved to the end of the agenda and held in executive session.

CONSENT CALENDAR:

**** MR. COFFEY MOVED THE FOLLOWING ITEMS ON THE CONSENT CALENDAR:**

VI B. BOARD OF ESTIMATE AND TAXATION

1. RESOLVED, that a sum not to exceed \$38,915 be and the same is hereby transferred from Contingency to the Registrar of Voters Department to cover the cost of administering polling locations in Norwalk for both Local and National Elections. (Account No. 01-1210-532A)

VII. COMMON COUNCIL COMMITTEES

A. FINANCE COMMITTEE

2. For informational purposes only: Monthly Tax Collector's Report dated August 31, 2007.

3. Authorize the Mayor to execute an amendment to the Master Lease Agreement for office copiers with IKON Office Solutions, extending the expiration date to October 31,

2011, and authorize the Purchasing Agent to add new office copiers to this master agreement for a total amount not to exceed \$39,200. Various accounts.

C. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Richard A. Moccia to enter into an agreement with The March of Dimes for a "March for Babies" to be held at Calf Pasture Beach on Sunday, April 27, 2008 from 6:00am-4:00pm. Estimated attendance 1,500-2,200.

2a. Authorize the Mayor, Richard A. Moccia to enter into an agreement with the United Haitian American Society for the 6th Annual CT Haitian-American Day Celebration to be held at Veteran's Park on Saturday, July 19, 2008 from 10:00am-9:00pm. Estimated attendance 3,000.

2b. Approve the use of the Show Mobile by the United Haitian American Society for the 6th Annual CT Haitian-American Day Celebration to be held on Saturday, July 19, 2008 at Veteran's Park.

3. Authorize the Mayor, Richard A. Moccia to amend the Industrial Business Group, LLC d/b/a Dalton Contracting Company's contract for tennis court refurbishment to include tennis court refurbishment at Woodward Avenue Park for a total not to exceed \$20,500.00. Account #09086030-5777-C0321.

4. Authorize the Mayor, Richard A. Moccia to execute a license agreement with SoNo Equities, LLC to provide the property owner vehicle access for loading on a portion of 50 Washington Street Plaza. Length of license agreement 5 years, property owner responsible to provide landscape improvements required by the Department of Recreation and Parks Department.

5a. Authorize the Purchasing Agent to issue a purchase order to M.E. O'Brien & Sons, Inc. for the supplies and installation of Playground Equipment at Fox Run Elementary School for the sum not to exceed \$83,247.00 Account #09086030-5777-C0364.

5b. Authorize the Purchasing Agent to issue orders on contract to M.E. O'Brien & sons Inc. for the supplies and installation of Playground Equipment for a sum not to exceed \$8,000.00 Account #09086030-5777-C0364.

D. LAND USE & BUILDING MANAGEMENT COMMITTEE

2. Authorize the Mayor, Richard A. Moccia, to execute one-year License Agreement with United Haitian American Society of Norwalk for the periodic use of Room #124 in Norwalk City Hall, to assist local community with Haitian consular business.

4. Authorize the Mayor, Richard A. Moccia, to execute an agreement with Silver/Petrucelli & Associates to provide engineering design services for the Norwalk City Hall Cooling Tower Replacement Project, for a total amount not to exceed \$13,100

(including an allowance of \$500 for reimbursable expenses)
Acct. #09084071 5777 C0416

5. Authorize the Mayor, Richard A. Moccia, to execute an amendment to Southport Associates' electrical engineering services contract for City Hall, to provide design services for a new emergency generator for a total amount not to exceed \$21,600 (including \$500 for reimbursable expenses). Acct. #09074071 5777 C0270

6a. Authorize the Mayor, Richard A. Moccia, to execute an agreement with George Ellis Co. of New Haven, Inc. for the installation of a new boiler at the Fire Services Support Facility (FSSF) for a total not to exceed \$31,150.00 (acct. #09063110 5777 C0343)

6b. Authorize the Fire Chief to issue change orders on contract for a total not to exceed \$3,115.00.

**** THE MOTION PASSED UNANIMOUSLY.**

Let it be noted that the following comments and remarks by all speakers have been summarized and are not necessarily verbatim.

VII. COMMON COUNCIL COMMITTEES

A. FINANCE COMMITTEE

Both Mr. Poruban and Mr. Miklave recused themselves from the meeting.

1. Accept and approve the Report of the Claims Committee dated August 9, 2007 and September 13, 2007.

**** MR. HILLIARD MOVED AGENDA ITEM VII A 1.**

**** THE MOTION PASSED UNANIMOUSLY.**

Both Mr. Poruban and Mr. Miklave rejoined the meeting.

B. PLANNING COMMITTEE

Mr. Kydes recused himself from the meeting.

1. Approve Special Counsel for Waypointe Project (See Attached Profile of Robinson & Cole Law Firm dated July 2007)

**** MR. MIKLAVE MOVED AGENDA ITEM VII B 1.**

Mr. Miklave said that he wished to publicly thank the Corporation Counsel for bringing this issue to the Council and also thank the Chairman of the Finance Committee for his willingness to have this matter included on the agenda.

Mr. Miklave reminded everyone that this issue had been brought before the Council at the last meeting by Corporation Counsel as a request to hire Special Counsel to assist the City and particularly the Council in respect to the difficult issues presented by the Waypointe infrastructure improvement project financing. At a joint meeting of the Planning Committee and the Finance Committee, a preliminary discussion regarding the creation of a Special Use District for the funding of the infrastructure improvements for this project. The proposal is an innovative proposal in terms of Connecticut law and potentially a very positive development in terms of the City. But many uncertainties remain. Because of this, Corporation Counsel suggested that the City consider retaining Special Counsel regarding this project.

At the last Council meeting, the matter was referred back to the Planning Committee for further analysis. The Planning Committee reviewed the proposal and then sent it back to the Common Council. Because the financial proposals were so significant, Mr. Miklave had indicated that he would support the proposal going back to the Council only on the condition that the Chair of the Finance Committee and the Finance Committee have an appropriate opportunity to review the plan before it was brought before the Council again. Mr. Hilliard convened a special meeting of the Finance Committee for that purpose and they were able to accommodate that schedule. Mr. Miklave thanked Mr. Hilliard for his assistance with this.

Mr. Miklave said that it was very important that everyone understand what the Council is not doing with the project. He said that all the Council was doing was hiring counsel to advise the Common Council on the appropriateness of this financing plan. He stated that the Council was not committing to financing the plan in the proposed manner. The Council was not committing to financing it in any manner. The Council is indicating that this project is important enough for the City to spend the money to study to insure that the City does this correctly. The fact of the matter was, Mr. Miklave said, whether or not the Waypointe project proceeded, the City is in desperate need of some substantial infrastructural improvements along the urban spine.

The second aspect is that the City needs to determine what they will approve for the Waypointe project, Mr. Miklave stated, along with how much it will cost. This has not been done. This will be done carefully in the future, but the financing piece is separate. Mr. Miklave stated that this was an exercise in due diligence and that he felt it was in order for the Council to approve spending the money in order to do the project right.

Mr. Miklave concluded that he fully supported this plan for Robinson & Cole, which he believes to be an outstanding law firm.

Mr. Krummel then said that he was in opposition to hiring Robinson & Cole at this time. He said that at the outset, he wished to be clear about forwarding the Redevelopment Program, but that Mr. Krummel preferred the best program for the City with the least risk possible. He then asked why the Council was considering a Special Counsel at this time. In 2002, the Council authorized 2 million dollars for infrastructure for the West Avenue Corridor Development; along with the proviso that there would be State grant funding

available, also. At the joint July meeting of the Planning and Finance Committees, Tighe and Bond engineers gave an estimate of the infrastructure costs for both the West Avenue and Wall Street Developments. For the Seligson project area, the estimate was \$10,595,000 for mostly road improvements. There was no mention of structured parking in the Tighe and Bond report. An explanation of how the City might finance upwards of over \$100,000,000 in infrastructure costs. Mr. Krummel said that he did not believe there was a plan at that time for the structured parking that was required.

Mr. Krummel then referred to a letter dated September 12, from Mr. Hamilton, where Mr. Hamilton spoke of retaining the services of Walker Parking Consultants to estimate costs to construct the proposed parking structures. Walker Parking Consultants is also in the process of completing a shared parking analysis to validate the number of parking spaces necessary to support the development and is still preparing a financial evaluation of operating revenues and expenses of the parking facility.

Mr. Krummel said that there was something going on here that was not in keeping with the pledge of transparency in government. He stated that he believed that there was a serious financial problem with the proposal and suggested that perhaps the developer had difficulties with financing. One of the advantages of City backing of building garages is that there is a low interest rate because of the City's triple A bond rating. It would be a catastrophe to the City if there were a default on the project.

Mr. Krummel said that he was adverse to risk, particularly in this economic climate and reminded everyone that the Governor had vetoed an important bonding bill just last week. Mr. Krummel said that he understood that the Governor intended to veto other bonding bills, also. While it would be helpful to have Special Counsel, Mr. Krummel felt it would be wiser to wait until the Walker Parking Consultants analysis on these proposed parking structures was submitted. After the report has been read and understood it would be the appropriate time for considering the retention of Robinson and Cole.

Mr. Krummel said that he did not want to dampen any further discussion, but intended to offer a motion to table the issue at the appropriate time.

Mr. Hilliard said that he would like to state for the record that at the Special Meeting of the Finance Committee on September 17th, which Mr. Miklave referred to, the Finance Committee after some spirited debate, voted unanimously to hire the firm of Robinson & Cole, under the recommendation of the Corporation Counsel. Mr. Hilliard then went on to say that he would be supporting the hiring of the law firm because he believed it to be in the overall interest of the City.

Mr. Coffey then said that he had heard that Tarragon had terminated Robinson & Cole from the North Water Street project. He suggested that the Council look into that issue more to determine the details on it. Mr. Hempstead asked Atty. Nolin if he was aware of any issues with Robinson & Cole. Atty. Nolin said that he believed that Atty. David Waters had been the counsel of record on that project for most of the zoning and development work. Atty. Nolin said that Atty. Waters had never been at Robinson &

Cole and was a very good attorney. Atty. Nolin said that it was his understand that the property was then sold to Tarragon, who was later caught up in the subprime lending problem. This is the reason that the project has not moved forward. Atty. Cole said that he had not heard anything about Robinson & Cole doing anything in terms of land use in the City.

Mr. Burritt, the Assistant Director of the Redevelopment Agency, came forward and said that he did not know the relationships of the individual developers and their attorneys. He confirmed that there was a transfer of the property at 20 North Water Street. The project originally started with Clay Fowler and his partnership. Atty. Waters had been the counsel for that phase of the project. Following the amendment of the Urban Renewal Plan, the project dropped off the radar, especially while the Zoning Commission was changing the zoning regulations. After the zoning application was approved by the Zoning Commission Tarragon came into the picture. Mr. Burritt said that the Redevelopment Agency did not know who their attorney was, since the Agency received a number of calls from a variety of attorneys, including Atty. Waters, Robinson & Cole and Tarragon's own staff.

Mr. Burritt pointed out that Robinson & Cole was currently the bond counsel for the City. Atty. Nolin then informed the Council that Robinson & Cole was also counsel for POKO because they had been granted a waiver by the previous administration through the Law Department stating that the representation of POKO would not be a conflict of any other representation they might take on for the City, including their ongoing bond relationship. Atty. Nolin said that different counsels have been involved in the POKO projects from those who were representing the City.

Mr. Miklave said that the City had already used Robinson & Cole in the past and he had never heard anyone their professional integrity of this law firm, which is one of the significant players in the State of Connecticut. Mr. Miklave said that the bright side of hiring a lawyer is that if later the client decides to change, it is simply a matter of hiring another lawyer to fire the first lawyer. If the City decides that Robinson & Cole should not be representing the City of Norwalk, Mr. Miklave said that he trusted that Atty. Nolin would be able to find other counsel and would bring that recommendation to the Council. Mr. Miklave said that if the Law Department had made the appropriate inquiries and had been satisfied, Mr. Miklave said that he did not have any problems with them representing the City on this project.

Mr. Hempstead that it was very important to differentiate what is perceived and what the reality is. The reality is that the Council was seeking advise on a possible way of possibly doing something that possibly might happen. But something of this magnitude and uniqueness is certainly prudent and a wise thing for the City to look at and handle carefully. Mr. Hempstead said that he hoped the City would be hiring a financial expert to also review the financing this, to make sure that the attorneys not only look at the legal aspect of this, but also at the financial aspect of the project.

Mr. Coffey said that regarding the comment of professionalism of any counsel he spoken of earlier, the fiduciary obligation to check things carefully. He also pointed out that there have been many discussions about conflicts of interest in the Council Chambers. Mr. Coffey said that Atty. Nolin has a waiver from a prior administration regarding the hiring of Robinson & Cole, but Mr. Coffey felt that having the same firm representing a developer and also being the City's bond counsel is something that should be examined.

Ms. Briggs then said that in the Financial Committee meeting she had voted to move this forward to the Common Council with real reservations. She then referred to Mr. Hamilton's September 12th letter and said that in addition to the Walker study, there are several other studies that the City had requested. Ms. Briggs said she agreed with Mr. Krummel and felt that the Council should wait to get the results of those studies first.

Mr. Krummel said that as an engineer, he was used to having data before making a decision, but in this case, it appears that the Council did not have the data. He then reviewed how the costs of the projects have risen.

**** MR. KRUMMEL MOVED TO TABLE THE ITEM PENDING THE COMPLETION OF THE WALKER PARKING CONSULTANTS STUDY AND THEIR PUBLIC PRESENTATION.**

Mr. Krummel then requested a roll call vote.

Mr. Hempstead then requested a point of information. Mayor Moccia acknowledged Mr. Hempstead. Mr. Hempstead then asked when the Walker Parking Consultant report was expected. He was told that the date was uncertain.

RECESS

The Mayor called a recess at 9:15 p.m. The meeting reconvened at 9:25 p.m.

**** THE MOTION TO TABLE AGENDA ITEM VII B 1. APPROVE SPECIAL COUNSEL FOR WAYPOINTE PROJECT (SEE ATTACHED PROFILE OF ROBINSON & COLE LAW FIRM DATED JULY 2007) PENDING THE COMPLETION OF THE WALKER PARKING CONSULTANTS STUDY AND THE PUBLIC PRESENTATION FAILED WITH FOUR IN FAVOR (COFFEY, SUTTON, BRIGGS AND KRUMMEL), NINE AGAINST (MIKLAVE, PORUBAN, ROMANO, GRANT, MCQUAID, HILLIARD, BONDI, HEMPSTEAD, AND STRANITI) AND ONE ABSTENTION (BOLDEN).**

**** THE MOTION TO APPROVE AGENDA ITEM VII B 1. APPROVE SPECIAL COUNSEL FOR WAYPOINTE PROJECT (SEE ATTACHED PROFILE OF ROBINSON & COLE LAW FIRM DATED JULY 2007) PASSED WITH TWELVE IN FAVOR (MIKLAVE, PORUBAN, ROMANO, SUTTON, GRANT, MCQUAID, BOLDEN, HILLIARD, BONDI, KYDES, HEMPSTEAD, STRANITI AND BRIGGS) ONE OPPOSED (KRUMMEL) AND ONE ABSTENTION (COFFEY).**

2. Approve the Land Disposition and Development Agreement between the City of Norwalk, the Norwalk Redevelopment Agency, and POKO IWSR, LLC, its Affiliates and/or its successors and assigns.

3. Approve the Conceptual Master Site Plan for Redevelopment Parcel 2a.

4. Authorize Mayor Richard A. Moccia to execute the Agreement on behalf of the City and to take such other actions on behalf of the City as are required by this agreement

**** MR. MIKLAVE THEN MOVED THE FOLLOWING AGENDA ITEMS:**

2. APPROVE THE LAND DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORWALK, THE NORWALK REDEVELOPMENT AGENCY, AND POKO IWSR, LLC, ITS AFFILIATES AND/OR ITS SUCCESSORS AND ASSIGNS.

3. APPROVE THE CONCEPTUAL MASTER SITE PLAN FOR REDEVELOPMENT PARCEL 2A.

4. AUTHORIZE MAYOR RICHARD A. MOCCIA TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND TO TAKE SUCH OTHER ACTIONS ON BEHALF OF THE CITY AS ARE REQUIRED BY THIS AGREEMENT.

Mr. Miklave then spoke about the POKO Land Use Development Agenda. Mr. Miklave recounted that when he had moved to Norwalk fifteen years ago, the realtor had told him about the Wall Street Development Plan and how this area would be redeveloped to recreate it as it was before the flood of 1955. Mr. Miklave said that after being on the Common Council and being the chair of the Planning Committee, he has realized just how difficult it was to do good urban planning.

Mr. Miklave said that this was one of the most innovative and far thinking projects in the City. He said that this is the uptown business district and that it is Norwalk's urban core. He said that when this project is completed, it will cost approximately \$150,000,000 of economic development, create thousands of construction jobs and long term jobs.

The project is a blended development site with residential space, commercial space and retail space. Mr. Miklave then went on to say that there would be approximately 370 units of housing, 35% --which translated to 135 units -- would be housing for working families. These would include a mixture of 1 bedroom, 2 bedrooms and 3 bedroom units for a mix of incomes. This would also include purchase and rental opportunities. Mr. Miklave said that this would bring back the life back to the urban center with a live/work concept.

This will also incorporate the project visually, economically, and environmentally. Mr. Miklave said that he believes that what happens to the Globe Theater is a vital part of this

development. He said that he believes that the Globe Theater needs to be preserved as public space.

Mr. Miklave then reviewed the costs, the tax structures, and the revenues that would be generated for the City upon completion of the project. He also stated that POKO had guaranteed that the debt service on the bond would be paid off with the increased taxes.

Mr. Miklave stated that the Council was not voting whether any particular property or any property at all would be taken by eminent domain. He reiterated that the Council had made it clear that before eminent domain was used, the Council would go a property by property analysis. He also pointed out that the LDA has taken into account what would happen if all the property were not taken by eminent domain.

Mr. Miklave then said that he would like to apologize to Mr. Melman because Mr. Melman had contacted him about tabling these agenda items pending the Law Department examining some additional documents. Mr. Miklave said that he declined to do this because the Planning Committee had voted to send this matter on to the Council and that Mr. Miklave did not feel it was appropriate for the chair to override the decision of the committee.

Atty. Nolin stated that Atty. Beltz-Jacobson had been reviewing the contract but that she had not finished reviewing the document.. He said that if the Council passed it, the contract would be subject to the Mayor's decision to sign the final contract. If there were major changes, the Mayor could then bring the document back before the Council.

**** MR. COFFEY MOVED TO AMEND THE FOLLOWING:**

2. APPROVE THE LAND DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORWALK, THE NORWALK REDEVELOPMENT AGENCY, AND POKO IWSR, LLC, ITS AFFILIATES AND/OR ITS SUCCESSORS AND ASSIGNS.

3. APPROVE THE CONCEPTUAL MASTER SITE PLAN FOR REDEVELOPMENT PARCEL 2A.

4. AUTHORIZE MAYOR RICHARD A. MOCCIA TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND TO TAKE SUCH OTHER ACTIONS ON BEHALF OF THE CITY AS ARE REQUIRED BY THIS AGREEMENT

TO INCLUDE THE PHRASE "SUBJECT TO REVIEW AND COMMENTS FROM THE LAW DEPARTMENT."

Mr. Coffey said that he was excited about the project and the future tax revenues. Mr. Coffey the spoke about how any properties that would be acquired by eminent domain would be subject to a public hearing.

Mr. Hempstead then asked for the record that if there were any significant changes to the contract, whether the contract would come back to the Council. Atty. Nolin replied that if there were any significant or substantive changes, the document would be brought back to the Council for a vote.

Rev. Bolden said that she was very pleased with the positive attitudes of Mr. Olsen and the rest of the development team at POKO from the onset. She went on to say that POKO has a reputation for building affordable housing in their developments.

Mr. Hilliard said that he was proud that they were the developers for the Wall Street project and it was a pleasure to work with them.

Mr. Bondi said that he was pleased to be having the affordable housing on site rather than off site like the proposal from 20 Water Street. He added that it was good to know that this would finally be built.

Mr. Miklave said that although he thought the amendment was well intended, he was concerned about it for technical reasons. He said that there were enormous legal implications for the approval of the land disposition agreement. He said that the Council does not have a tradition of delegating the final approval authority to anyone else. Under the Charter, there is a provision for rejecting an agreement, which is the Mayor's responsibility. However, there isn't a provision to give the Corporation Counsel to do such a thing. He said that he was concerned about a perceived issue down the road and therefore would not support the amendment. He said a better approach would be to table for two weeks or have the Mayor agree to send it back to the Council if there are substantial changes.

Atty. Nolin pointed out that the authorization for the Mayor to sign does not compel the Mayor to sign the document. Atty. Nolin said that the final authorization still rests with the Council. Mr. Miklave said he did not necessarily agree with that interpretation because this issue had occurred with the prior administration.

Mr. Coffey commented that this issue was extremely important because the City would be issuing a bond and might have to use eminent domain in regards to the project, so the contract needed to be done correctly.

Mayor Moccia said that he understood Mr. Miklave's concerns because there were some technical issues involved. He then stated that if the Corporation Counsel advised him that there was a serious problem with the contract in writing, the Mayor said that he would immediately notify the chairman of the Planning Committee and the document would come back. Mayor Moccia said he believed sending back the contract to be a prudent course, but that the amendment could be a good compromise.

Mr. Miklave then asked if the Mayor's statement supported the amendment or not. Mayor Moccia said that if the Council felt comfortable with the amendment, it was fine with him.

Mr. Poruban said that he would be voting against the amendment because there is no provision within the Charter that designates another body to do what was proposed. He said that he did not see a reason why the Council could not approve this without the amendment. In the event that there is a technical correction, the contract would return to the Council for approval.

Mr. Hempstead said that when the proposal had been presented to the Planning Committee meeting, he had asked whether the Law Department had reviewed this contract and had been told yes. Mr. Hempstead said that he would be checking the minutes on this issue. He stated that this would be important to keep the language in because the Council is not authorizing Mr. Nolan to sign anything, but authorize the Mayor, subject to review and comment by the Law Department, to sign the contract. Mr. Hempstead said that he thought the motion was appropriate and necessary, but added that he was a little disappointed because he believed that the law department review had already been completed.

Mr. Hilliard said that he was somewhat puzzled how this arrived on the Council floor before this was discovered. He said that he had also assumed that Corporation Counsel had reviewed this document already.

Mr. Miklave said that he was aware that Ms. Beltz Jacobsen had been working on this since September 2006. He said he believed that there was nothing intentional on anyone's part. Mr. Miklave said that Ms. Beltz Jacobsen most likely had not seen the final version of the contract and out of caution Ms. Beltz Jacobsen wished to review it one more time.

Mr. Miklave then offered a friendly amendment, which said that "subject to review and comments by the Law Department by the next Council Meeting. Mr. Coffey said that he would accept the friendly amendment.

Mr. Poruban reiterated his statement that he would not support this because it was a procedural issue. He said that if the Council was not comfortable with the proposal, the Council should table the issue rather than channeling the final approval to another individual. Mayor Moccia said that the contract would be reviewed by the Law Department of the City and he did not know who would be better to perform this task. Mr. Poruban restated that the proposal should be tabled. Atty. Nolin pointed out that the Council typically authorizes actions before the contract is drafted. If the Mayor and the Law Department deem the final contract to be in acceptable form, the Mayor then signs it. Regarding this particular case, there is a 100 page document that the Council is authorizing the Mayor to sign in this form. The motion merely indicates that if the Law Department wishes to recommend any changes to this very detailed document that the Council is approving, that the document be brought back to the Council. Mr. Poruban then asked if the Council authorizes the Mayor to sign a document and the Law Department still has to review it, why is the provision still needed in the motion. Atty. Nolin replied that usually the Council does not have an almost fully drafted document that for the Council's approval. In this case, the document is a fully drafted, finalized contract and Atty. Nolin said that he did not believe that any changes could be made to

the document once it was voted on unless his department was authorized to bring it back to the Council. Mr. Poruban then asked again why the motion shouldn't be tabled until after the review was completed. Atty. Nolin explained that he had never said that the motion shouldn't be tabled. Mr. Poruban replied that there was already a motion on the floor. Atty. Nolin said that the current motion was a motion to amend the proposal.

**** MR. COFFEY MOVED TO AMEND AGENDA ITEMS VII B 2, 3, & 4 AS FOLLOWS:**

2. APPROVE THE LAND DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORWALK, THE NORWALK REDEVELOPMENT AGENCY, AND POKO IWSR, LLC, ITS AFFILIATES AND/OR ITS SUCCESSORS AND ASSIGNS.

3. APPROVE THE CONCEPTUAL MASTER SITE PLAN FOR REDEVELOPMENT PARCEL 2A.

4. AUTHORIZE MAYOR RICHARD A. MOCCIA TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND TO TAKE SUCH OTHER ACTIONS ON BEHALF OF THE CITY AS ARE REQUIRED BY THIS AGREEMENT

TO INCLUDE THE PHRASE "SUBJECT TO REVIEW AND COMMENTS FROM THE LAW DEPARTMENT BEFORE THE NEXT COUNCIL MEETING."

**** THE MOTION TO AMEND AGENDA ITEM VII B 2,3 &4 PASSED WITH TWELVE IN FAVOR (COFFEY, ROMANO, SUTTON, GRANT, MCQUAID, SUTTON, GRANT, MCQUAID, BOLDEN, HILLIARD, BONDI, HEMPSTEAD, STRANITI, BRIGGS, AND KRUMMEL) AND TWO OPPOSED (MIKLAVE AND PORUBAN).**

Mr. Hempstead stated that he would be supporting the motion. He also added that he could remember being taken downtown as a child and seeing the devastation that the flood had caused. He said that he was looking forward to the true revitalization of the town. He said that he did have reservations, but believed that it was time to act.

Mr. Poruban said that he had many cherished memories of Wall Street and would be supporting the measure.

Ms. Romano said that although she would not be coming back to the Council after November, she wished to say that she was very happy with the project. She said that she was excited that the workforce housing would be included in the project. Like Mr. Poruban, Ms. Romano said that she had some very fond memories of going to Wall Street on the Saturday mornings with her grandfather. Ms. Romano said that she was excited that there would be a new venture, it was her pleasure to be part of this and she would be supporting this.

**** THE MOTION TO APPROVE AGENDA ITEMS VII B 2, 3, & 4 AS AMENDED PASSED UNANIMOUSLY.**

Mr. Kydes rejoined the meeting.

C. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

Mr. Grant recused himself.

6a. Authorize the Mayor, Richard A. Moccia to enter into an agreement with DMG and Associates, LLC for the use of Veterans Park for the "2008 Norwalk Jazz Festival" to be held on Saturday, July 12, 2008 from 11:00 am-9:30 pm. Set up to begin on Thursday, July 10, 2008 at 12:00noon with teardown no later than 12:00noon on Monday, July 14, 2008. Estimated attendance 5,000+

6b. Authorize the use of the Show mobile by DMG Associates for the "2008 Norwalk Jazz Festival" to be held on Saturday, July 12, 2008 at Veteran's Park.

**** MR. BONDI MOVED THE FOLLOWING AGENDA ITEMS:**

6A. AUTHORIZE THE MAYOR, RICHARD A. MOCCIA TO ENTER INTO AN AGREEMENT WITH DMG AND ASSOCIATES, LLC FOR THE USE OF VETERANS PARK FOR THE "2008 NORWALK JAZZ FESTIVAL" TO BE HELD ON SATURDAY, JULY 12, 2008 FROM 11:00 AM-9:30 PM. SET UP TO BEGIN ON THURSDAY, JULY 10, 2008 AT 12:00NOON WITH TEARDOWN NO LATER THAN 12:00 NOON ON MONDAY, JULY 14, 2008. ESTIMATED ATTENDANCE 5,000+

6B. AUTHORIZE THE USE OF THE SHOW MOBILE BY DMG ASSOCIATES FOR THE "2008 NORWALK JAZZ FESTIVAL" TO BE HELD ON SATURDAY, JULY 12, 2008 AT VETERAN'S PARK.

Mr. Bondi said that contrary to statements made earlier, the jazz concert this year did not cost the City of Norwalk one cent. An application to use the park was made and paid for by DMG Associates. The event was one of the most well organized and well run events at the park this year. Unfortunately, it was not well attended. Mr. Bondi said that he believed it was an asset to the community. He reiterated the DMG paid for all the expenses.

Mr. Hempstead said that he was supporting this issue. He said that this event had gotten extra scrutiny because Mr. Grant is on the Council, but by the token, Mr. Grant was not afforded any special opportunities. This is the same for the rest of the members of the Council who do business with the City of Norwalk. When Stew Leonard's does picnics, the company paid the same fees as everyone else. This event paid the same festival as any other festival. Holding someone to a different standard than the Council holds others is

not right and is a subject for another day. Mr. Hempstead said that it was a shame that it wasn't successful, but that it was still an asset to Norwalk

Mr. McQuaid said that he disagreed with Mr. Hempstead and believed that the festival was successful. Thinking back thirty years ago, when the Oyster Festival started, they had low attendance the first few years also. Money was a problem the first five or ten years. Mr. McQuaid said that he disagreed that the festival was unsuccessful because the group was still able to give \$1,000 to both high school band programs and they were still able to bring people out to Veteran's Park that day. Even though they didn't get the numbers they had hoped for, it was done with a smile on their faces, they shook hands and said that they were going to try again next year. Mr. McQuaid said that he gave DMG Associates a lot of credit for doing that. Mr. McQuaid that he commended them for the program and wished them the best of luck next year.

Mr. Hilliard said that he believed that there was a misconception here. He then stated he had heard what had happened before, but as someone who sat on Recreation and Park for a few years, he was comfortable in saying that the only thing unusual about this application was that Mr. Grant happened to be on the Council. There are many organizations that request to use the parks and have done so. Mr. Hilliard reminded everyone that Mr. Bondi had already stated that it did not cost the City any money. Therefore, Mr. Hilliard said that he did not believe that the Council was at liberty to treat Mr. Grant any differently than any other group. Mr. Grant has definitely been scrutinized more than anyone else. To deny Mr. Grant the use of the park would be discriminatory. Mr. Hilliard said that he would be supporting Mr. Grant's use of the park.

Mr. Miklave stated that he opposed the proposal and that he had opposed the same item a year ago, also. Mr. Miklave then said that he thought this represented public corruption at its worst. He stated that there was no doubt in his mind about this.

Mayor Moccia called for a point of order and said to Mr. Miklave that the use of the phrase "public corruption" was out of order. The Mayor then requested that Mr. Miklave make his comments without getting into that.

Mr. Miklave then stated that he would not use the words "public corruption" again. Mr. Miklave said that he believed that this represented everything that the Council should be against and that he did not understand why people did not understand the serious implications of this proposal has to our city and the way the City does business.

Mr. Miklave said that there were three issues. First of all, Mr. Miklave stated that this was a sole source, no bid, for profit contract that was awarded to a person who daily makes political decisions and votes on matters before this Council. Every single day, people come before this member requesting his political support. Mr. Miklave said that giving such a person a no bid contract borders on the offensive to him. He reiterated that he did not understand why there was not a greater outrage at someone who was in a position to be perceived as using his influence to gain monetary advantage. Mr. Miklave said again that he did understand this.

Mr. Miklave then pointed out that Mr. Hempstead's employer does business with the City of Norwalk. The company had gone through a public bidding process, evaluated and chosen after a public process saying that they were the best contractor. To do otherwise, particularly for a Council member is, Mr. Miklave said, simply wrong. Mr. Miklave then asked if this was discriminatory and answered his own question by saying "yes". He then asked if this was a different standard again and answered his own question by saying "yes". He then said that the Council members are to be held to a higher standard and be above the rest because that is the Council members' public responsibility.

Secondly, Mr. Miklave said, the jazz festival as run by this organization was not seamless or public and there was no ability to safeguard what Mr. Miklave believed were obvious conflicts of interest. Companies paid money to advertise their wares and businesses through the Jazz Festival. Mr. Miklave said that the Council does not know who paid how much, but some of those companies, he believed, may very well have come before committees or the Council and Mr. Grant did not recuse himself. Or, Mr. Miklave added, the Council could not tell whether he recused himself. Mr. Miklave said that the seamlessness is important because the Council members need to be able to tell when a member has a conflict of interest and steps aside or when a member doesn't have a conflict of interest and can proceed on a matter. Mr. Miklave said that the Council members do not know who contributed to the organization or paid for advertising. He then pointed out that the Council does not know who did not contribute to the organization and yet still came before the committees or the Council and Mr. Grant did not recuse himself on those matters. Mr. Miklave said that he would view the matter differently if the Council knew who was solicited, refused and Mr. Grant recused himself on those matters, or who was solicited, agreed and Mr. Grant recused himself on those matters. This was not public information.

Finally, Mr. Miklave said that he seriously questioned an Ethics Ordinance that allows this kind of conduct to take place. The fact of the matter was, Mr. Miklave continued, the Ethics Ordinance that was so highly touted and just passed said that the City would stop public corruption from taking place apparently does not address this matter or does not address this matter adequately. If this would be banned under the Ethics Ordinance, which will not take effect until after the election, then this matter should be postponed until after the election. However if this matter would be permitted under the Ethics Ordinance, then the Council needs to take another look at the Ethics Ordinance.

Mr. Miklave stated again that he believed that this proposal was wrong on a fundamental level and does not understand why the administration does not see the impropriety of it. He then said he did not think that anyone could accuse him of being partisan because Mr. Grant was a member of the same party. Mr. Miklave concluded by said that he would be opposing this item.

Mr. Coffey said that it was interesting that the Council member who never showed up through out the Ethics Ordinance process at one of the committee meetings, at any of the public hearings, never submitted any revisions now wants to criticize the Ethics Code. Mr. Coffey said that this spoke for itself.

The other item that was interesting was that the members of the Council who wish to criticize Mr. Grant and the RFP process were present had earlier discussed authorizing \$300,000 of the taxpayers' money to review a \$300,000,000 legal contract that had not gone out to bid. And, Mr. Coffey pointed out it was to a company that has a waiver for their conflict of interest from the previous administration. The previous administration and the previous Corporation Counsel signed a waiver of a conflict of interest that the City's bond counsel could represent a developer at the same time. Signing the waiver does not void the conflict of interest. The prior administration said that it was fine for the company to have that conflict of interest. Yet, Mr. Coffey said, the same member says that Mr. Grant, whose ethics are beyond reproach and recused himself, has criticized Mr. Grant when he can't defend himself. Mr. Coffey said that as a member of the Council, this is wrong. It is wrong to attack fellow Council members and also wrong to attack someone who is not present to defend himself. Mr. Coffey said that he believed that the Council members were better than this and this was inappropriate to do.

The jazz festival was named as one of the top ten attractions in the State of Connecticut for the past year. Mr. Coffey said that when he saw the event advertised on the billboards, it brought a smile to his face. The City should be happy to have this event. Many of the residents of the City of Norwalk go before the Parks and Recreation Department. Mr. Coffey said that requiring them to open their financial records for inspection would be ridiculous and nothing more than a political maneuver. Mr. Coffey said that it was outrageous and uncalled for that a Council member would attack another member of the Council when the other member was not present to defend himself. Mr. Coffey said that he believed that Mr. Grant deserved an apology by the member that had attacked him.

Mr. Coffey said that he would be supporting this measure and that the public policy should be clear that there is nothing that the Council has done but be above board with both integrity and ethics. During the past four years, there have been numerous articles in the newspapers about the Ethics Committee. However, for someone to announce that the Ethics Ordinance is flawed when that member did not participate in the process or show up for a single meeting was the height of hypocrisy.

Mr. Kydes thanked Mr. Coffey for speaking out on the issue as he did. Mr. Kydes said that he took what was being said about one of his fellow Council members as a personal affront because it is an attack on all the Council members. The Council member went through the process and everything was done in the open. When someone is on the Council, that person does not give up the right being a resident of the City of Norwalk or the right to enjoying the privileges that other Norwalk residents have. Mr. Kydes said that if someone on the Council wishes to rent one of the parks for a particular reason so be it. Council members should not have to give up those rights. And above all, Mr. Kydes said, no Council member should be humiliated and defamed, because very serious accusations have been lodged against Mr. Grant. Mr. Kydes said that he thought it was a very defaming statement when Mr. Grant has been nothing other than a gentleman, has done everything on the up and up and was not present to defend himself. Mr. Kydes said that he would defend Mr. Grant in his absence and wished he had been able to attend the jazz festival. Mr. Kydes said that he hoped that there would be ten more jazz festivals because

Mr. Grant has sown the seeds of something very good for Norwalk by bringing back the jazz festival to Norwalk. Mr. Kydes said that he would support the proposal.

Ms. Romano said that she personally took what Mr. Miklave said and what the other speaker from the audience said as an affront. Ms. Romano said that she had many questions about various issues in the past and she would not approve anything that would cost the City money to someone who was not going to pay the same fees as everyone else and would not take care of the event in the manner they were expected to do. Ms. Romano then asked everyone on the Council if they all have jobs or if they lived on \$600 a year. She said that she believes that everyone has an outside job and Mr. Grant's happens to be in that business. He came to the appropriate committee and the committee allowed him to do so. Ms. Romano said that she had attended the festival and it was a nice event and well done. Those who were present enjoyed themselves. Ms. Romano then asked why the Council was allowing a member of the Council to be demeaned for God knows what reason. Ms. Romano said that personally, she found this disgusting. Ms. Romano said that she would be supporting the proposal because what was said about Mr. Grant and what has been intimated was just a political ploy. Ms. Romano announced that she would not be part of anything like this.

Mr. Hilliard said that he was not present to criticize anyone and that the Council members can disagree on different things. Mr. Hilliard said that he wished to point out that since he has been on the Council that the only way that the Council members know when there is any conflict of interest is when the Council member indicated it. Mr. Hilliard added that as far as he was aware, everyone had been very up front about this. To say that the Council did not know if Mr. Grant had a conflict of interest is not fair. That could be said about any Council member. Mr. Hilliard said that although it was getting late in the election cycle, he thought it was important to be honest with the public and say what is true. Mr. Hilliard reiterated that he had previously been on the Recreation and Parks Committee. Unless there was some overriding reason why an application should be denied, applications are approved. He said that he could not rightfully see how the Council could treat Mr. Grant any different.

Mr. Bondi said that just in case Mr. Miklave became upset later, he wished to state that he had voted on the Consent Calendar earlier in the meeting. Agenda item VI B 1 concerned the Registrar of Voter's Office and Mr. Bondi said that his daughter in law was one of the Registrars. Mr. Bondi stated that he had spoken to Atty. Nolin earlier regarding this and was told there was no conflict because this had nothing to do with salaries. Mr. Bondi said that he wished to make that perfectly clear and disclose that fact to everyone. Mr. Bondi also said that the Recreation and Parks Director, Mr. Mocciae, was present if anyone wished to ask him any questions. Mr. Bondi said that the concert was handled well, including how well the set up and take down was done.

Mr. Poruban said that when he was in the Army NCO School there was a scroll over the door that said "On Your Honor", which Mr. Poruban took to heart. This is not an issue about whether the jazz concert was good or if it cost the City money. Mr. Poruban said that it was about a Council member who should be held at a higher standard.

Mr. Poruban said that he was a vice president of a credit union. When the examiners come in, the first thing they look at is all the Board members and examine all the transactions that they have. In addition, Mr. Poruban said, that while it only takes one loan officer to approve a loan for the average person but if he wished to take a loan, the loan must be voted on by the entire Board of Directors. The issue is that Council members should be held to a higher standard. There was no submission as to who was donating to the event. Mr. Poruban said that this was the issue.

Mayor Moccia then asked if anyone knew what was donated to the other festivals. Mr. Poruban asked the Mayor if the other festivals were making money. Mr. Poruban said that the Council should have a higher standard and added that he wished this meeting could have been televised.

Mr. McQuaid commented that he wished the past administration meetings had been televised. Moving on to Agenda Item 2 a & b under Recreation and Parks, Mr. McQuaid said two other festivals were approved on the consent calendar for the week following the jazz festival. One event expects an attendance of between 1,500 and 2,000 people the other one expects an attendance of 3,000 people. There was no discussion about these events. With the new concept that has been presented tonight, Mr. McQuaid said that he did not want to have the various sponsoring groups bidding against themselves in order for their organizations to put on activities in the parks. Mr. McQuaid then asked if the sponsors made money at the events and followed it with the statement that he hoped they had. Those events were wonderful and any problems would be handled by the Recreation and Parks Department. Mr. McQuaid said that he believed this was nothing more than a witch hunt against someone who came up with a concept to hold an event at Veteran's Park. If Mr. Grant's name had not been associated with this festival, the Council would have been home an hour ago.

RECESS

Mayor Moccia called a recess at 10:30 p.m. The meeting reconvened at 10:35 p.m.

Mr. Miklave said that Ms. Romano had used the phrase "it's one of our own" and the fact that raising the issue made Mr. Miklave a target by others who said "It must be for a political agenda, because clearly there is no ethical issue here" or "There must a political objective because clearly there is nothing wrong with this." The louder that people shout that there is nothing wrong with this proposal, the most closely it should be looked at to see whether this is true. If this was the Haitian festival, there would be no issue because there is no member of this Council that serves on that committee, that votes on that matter or may have an financial interest in it. That is the point, Mr. Miklave said. Mr. Miklave said that everyone has jobs outside of the Common Council. That is the point. If the Council business is doing business with a sole source contract with the City of Norwalk, it is necessary to over-err on the side of caution. Mr. Miklave said that this was the Council's public responsibly. Mr. Miklave then said that shouting at him, denouncing him and claiming that this was a political witch hunt, and expressing how outraged

everyone reports to be because the Council passed an Ethics Ordinance, the Council is clearly so ethical, there is no one who has a honest question about the ethics of this. Since no one has an honest disagreement about this, there must be a hidden objective somewhere. Mr. Miklave said that this was just nonsense. If anyone wishes to have an honest debate, Mr. Miklave said, on when a public official should feed himself at the public trough, he was happy to do so.

Mayor Moccia stated that this was enough and gave Mr. Coffey the floor.

Mr. Coffey said that earlier tonight when Agenda Item VII A 1 from the Finance Committee was brought to the floor, members of the Council recused themselves. Mr. Coffey pointed out that he did not know why they recused themselves. They might have a hundred sole source contracts, but the Council was not told because the recusing parties did not describe it to the other members of the Council. It is hypocritical for the same members to sit there when they themselves have recused themselves earlier in the meeting and in other meetings. Mr. Coffey then read off some of the names of the corporations that were involved in Agenda Item VII A 1 to the Council and pointed out that the amounts involved is not presented to the Council members. He said that the issue was bordering on ridiculous and the personal attacks that were witnessed tonight were wrong. Mr. Coffey said that many of the Council members work together well because they put the City first and foremost, while others put partisan politics first. A personal attack on someone who is not present to defend himself is out of order under Mason's Rules, Mr. Coffey said.

Mr. Hempstead said that he takes ethics very seriously. He then requested that the notes from the secretary reflect the sense of this Council. He said that he would prefer that it be understood that on this particular issue. There is no sole source contract. Everyone that has a contract is a sole source contract. Mr. Hempstead then reviewed the procedure for applying to use one of the city's parks. Mr. Hempstead said that he hoped that no one in the entire Council sits on any non-profit agency in town because every one of the events in town, including the Rotary Club, the Kiwanis, churches, etc. would be affected. Judging on that alone, no votes could be taken on anything. This is a for-profit organization, as there are other for-profits organizations. Mr. Hempstead said that he did not see any bidding going on for the parking for the boat show. When the concession stand contract was open, it went out to the bid process. Mr. Hempstead said that he does recuse himself when items come up that have to do with his employer. He then pointed out that his employer also holds a picnic every year and an application goes to Recreation and Parks, the fee is paid and then it is presented to the committee for approval. There is no special treatment. There is no conflict of interest. Mr. Hempstead said that he was a member of the Norwalk High School Alumni Association and asked if this was a conflict of interest when the City rents to them. Mr. Hempstead said that the City did not hire DMG Associates, but DMG Associates rented the space, just like everyone else. There were no special favors, no special date. Mr. Grant followed the proper process and went through with it.

Mr. Hempstead said that the City does not ask to see where the money from the Oyster Festival goes or how much the director is being paid. The Oyster Festival ties the park up for almost a month. No financial questions are asked when the Boat Show is held, or the Scottish Games. If people are to be held to standards, then the standards need to be agreed upon and everyone needs to be held to them. Mr. Hempstead said that he saw two levels of standards and he did not think this was fair. He added that he did not see the conflict when Mr. Grant recused himself and did not get any waivers of fees or anything else. Mr. Hempstead also pointed out that Mr. Grant would no longer be on the Council in another month.

Mr. Hempstead said that he was somewhat taken aback by the attack. It was one thing to say that a Council member should not have gotten involved and deciding not to vote for the proposal. But to come out and attack someone on an ethical issue, Mr. Hempstead said, was wrong. There is a format for this, which is to privately send a letter to the Ethics Committee. State Statute dictates the procedure. But this should be done privately.

Mr. Hempstead said that this would be on the public record. He would not censor this discussion, but felt it was out of line. He concluded by saying that he was very surprised.

Mr. Coffey pointed out that Mr. Grant paid for everything. In the past administration there was a Mayor who did not come to the Council and then started working side deals with the Oyster Festival. These deals should have come to the Council for discussion and decision. The Council had not been told about \$100,000 of expenditures. This Mayor has not done that and the situation has been straightened out.

Mr. Coffey said that if the Council wishes to be fair to everyone in Norwalk the Council needs to inform everyone in Norwalk that no approvals will be given until the Council has full sets of financial papers. This will affect the Little Leagues, the Cub Scouts, and church groups. The City picks up the parking for the Boat Show every year.

Ms. Straniti said that she was disgusted and personally offended at the way this issue had been handled. During the time Ms. Straniti has worked with the other Council members, she has not found any trace of unethical behavior. She said that everyone has been very careful to recuse themselves when it needs to be done and that was what Mr. Grant did. She said that she did not see what made it different from the Haitian Festival or anything similar.

Ms. Romano said that the Council has lost sight of the fact is that the proposal that was before the Council is a request for an approval for an event that will occur next year. Mr. Grant will no longer be sitting on the Council next year. Ms. Romano said therefore there is no conflict. She then asked why the discussion was being held now that was so demeaning to Mr. Grant when the Council is actually voting on something that will not occur until after he has left the Council.

**** MR. COFFEY MOVED THE QUESTION.**

**** THE MOTION TO MOVE THE QUESTION PASSED WITH EIGHT IN FAVOR**

(COFFEY, ROMANO, MCQUAID, BOLDEN, HILLIARD, BONDI, KYDES, AND KRUMMEL) AND SIX AGAINST (MIKLAVE, PORUBAN, SUTTON, HEMPSTEAD, STRANITI, AND BRIGGS)

The Mayor said that it had been an interesting debate. Mr. Miklave said as a point of order that the Mayor has moved to cut off debate. The Mayor replied that he was just commenting. Mr. Miklave said that it was a point of order. Mayor Moccia replied that he had been very tolerant of Mr. Miklave's ill tempered comments and he wished to make only one comment, which was that he hoped that this had been settled so that in the future, the hostility that was evident could be avoided in the future. The Mayor then requested a roll call vote.

**** THE MOTION TO APPROVE THE FOLLOWING AGENDA ITEMS:**

6A. AUTHORIZE THE MAYOR, RICHARD A. MOCCIA TO ENTER INTO AN AGREEMENT WITH DMG AND ASSOCIATES, LLC FOR THE USE OF VETERANS PARK FOR THE "2008 NORWALK JAZZ FESTIVAL" TO BE HELD ON SATURDAY, JULY 12, 2008 FROM 11:00AM-9:30 PM. SET UP TO BEGIN ON THURSDAY, JULY 10, 2008 AT 12:00NOON WITH TEARDOWN NO LATER THAN 12:00 NOON ON MONDAY, JULY 14, 2008. ESTIMATED ATTENDANCE 5,000+

6B. AUTHORIZE THE USE OF THE SHOW MOBILE BY DMG ASSOCIATES FOR THE "2008 NORWALK JAZZ FESTIVAL" TO BE HELD ON SATURDAY, JULY 12, 2008 AT VETERAN'S PARK.

PASSED WITH TWELVE IN FAVOR (COFFEY, ROMANO, SUTTON, MCQUAID, BOLDEN, HILLIARD, BONDI, KYDES, HEMPSTEAD, STRANITI, BRIGGS AND KRUMMEL) AND TWO AGAINST (MIKLAVE AND PORUBAN).

Mr. Grant rejoined the meeting.

D. LAND USE & BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Richard A. Moccia, to execute an amendment to Fletcher Thompson, Inc.'s architectural design services contract for Norwalk High School, to provide design services for the Culinary Arts kitchen facility for a total of \$22,500.00. Acct #09045010-5777-B0310.

**** MR. SUTTON MOVED THE FOLLOWING ITEM:**

1. AUTHORIZE THE MAYOR, RICHARD A. MOCCIA, TO EXECUTE AN AMENDMENT TO FLETCHER THOMPSON, INC.'S ARCHITECTURAL DESIGN SERVICES CONTRACT FOR NORWALK HIGH SCHOOL, TO PROVIDE DESIGN SERVICES FOR THE CULINARY ARTS KITCHEN FACILITY FOR A TOTAL OF \$22,500.00. ACCT #09045010-5777-B0310.

Mr. Krummel stated that he wished to note for the record that when the Land Use and Building Management Committee considered this item, there was not a member of the Board of Education or the school system present. The committee decided to move it ahead to the Council with the expectation that there would be a representative of the Board of Education present to answer any and all questions. Mr. Krummel then asked Mr. Valenzisi to come forward. Mr. Valenzisi said that while many people were used to seeing him represent Information Technology, he was also the curriculum supervisor for Family Consumer Science, Business Education, Tech Education and what used to be known as the “shop” classes. The program is new for Norwalk High School, but the program has been going since renovations were finished at Brien McMahon. It is booming at Brien McMahon and always was in the plans for Norwalk High in the Family Consumer Science Program. This is one of the areas where there is increasing enrollment in these classes. The Childhood Development programs are also seeing a steady increase and expanding at Norwalk High. The number of students that want to enroll in the Culinary Arts at Brien McMahon exceeds the capacity. Mr. Valenzisi said that he knew that there would be a strong program at Norwalk High. The proposal is modeled after the program at Brien McMahon. He then reviewed the program details with the Council.

Mr. Krummel asked about the projected Capital costs. Mr. Valenzisi said that there was money allocated from Capital funding, but that Mr. Opdahl would be the one who had the exact figures. The estimated costs for the equipment and the classroom, which is about \$137,000 for the equipment, an additional \$30,000 for a hood and the installation costs. Mr. Valenzisi said the installation costs have not been finalized, but he was guessing approximately \$320,000 to complete the classroom. Mayor Moccia commented that he believed that there were some contingency funds for Norwalk High.

Mr. Lo came forward and gave a brief overview of the NFCC funding allocation and budgets. The NFCC has approved \$130,000 for the project.

Mayor Moccia then requested that it be entered into the record for full disclosure that Mr. Valenzisi was married to his niece.

Mr. Poruban said that he would support this proposal. He said that he had noticed in 2001 or 2002 that there was equality in the various programs between the high schools. Mr. Poruban said that it was important that the Council do as much as possible to even the programs out. Mr. Valenzisi said that an effort has been made to insure that both schools have the same curriculum.

Mr. Kydes said that parity was important. He then asked about the grade of the equipment that would be installed at Norwalk High. Mr. Valenzisi said that it would be very close to professional grade. Mr. Lo said that the proposal that was before the Council was for the design of the room for the program. This would include counters, the hood installation and other items.

**** THE MOTION PASSED WITH FOURTEEN IN FAVOR(COFFEY, MIKLAVE, PORUBAN, ROMANO, SUTTON, MCQUAID, BOLDEN, HILLIARD, BONDI,**

KYDES, HEMPSTEAD, STRANITI, BRIGGS AND KRUMMEL) AND ONE ABSTENTION (GRANT).

3a. Technical Correction to the Common Council Action of July 24, 2007, Item VII B.2. The authorization shall be corrected to read as follow:

Authorize the Mayor, Richard A. Moccia, to execute an amendment to Guardian Services Industries Inc. building engineering and janitorial services agreement, to provide Facilities Management Services as additional service. Terms for Facilities Management Services shall include:

Start date - September 1, 2007. Agreement period and extension options remain unchanged.

Payment amount for year one shall not exceed \$341,718.00. Annual increase for overhead and profit shall be at 5%. Staffing costs shall be direct pass-through to the City without mark-up with a projected annual increase of not to exceed 5%. Account # 014071-5258

3b. Authorize the Mayor, Richard A. Moccia, to execute an Assignment and Assumption Agreement whereby Guardian Services Industries, Inc. will assign its contract with the City for building management, engineering and janitorial services to Guardian Engineering Services, LLC, which operates as a division of Guardian Services Industries, Inc.

** MR. SUTTON MOVED THE FOLLOWING ITEMS:

3a. Technical Correction to the Common Council Action of July 24, 2007, Item VII B.2. The authorization shall be corrected to read as follow:

Authorize the Mayor, Richard A. Moccia, to execute an amendment to Guardian Services Industries Inc. building engineering and janitorial services agreement, to provide Facilities Management Services as additional service. Terms for Facilities Management Services shall include:

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3b. Authorize the Mayor, Richard A. Moccia, to execute an Assignment and Assumption Agreement whereby Guardian Services Industries, Inc. will assign its contract with the City for building management, engineering and janitorial services to Guardian Engineering Services, LLC, which operates as a division of Guardian Services Industries, Inc.

Mr. Bondi said that he had requested that these items be removed from the Consent Calendar because he felt that there were no checks and balances that had existed in the past. He said that some of the rooms in the building were not being cleaned properly. Previously, there was another company had been overseeing Guardian and now that company is no longer supervising. Now, some of the restrooms have not been cleaned properly and other rooms have not been vacuumed. Mr. Bondi said that he would be voting against this proposal.

Mr. Miklave said that he had not understood Mr. Bondi's reference to the supervision. Mr. Alvord came forward and said that FUSCO Management had been overseeing Guardian but the problems with the janitorial services started while FUSCO still held the building management contract. They were unable to correct the problems despite a considerable amount time that Mr. Lo spent with them and some additional time that Mr. Alvord spent with them. This was one of the reasons why FUSCO's one year contract was not renewed. There was a brief discussion about this issue.

**** THE MOTION PASSED WITH FOURTEEN IN FAVOR(COFFEY, MIKLAVE, PORUBAN, ROMANO, SUTTON, MCQUAID, BOLDEN, HILLIARD, GRANT , KYDES, HEMPSTEAD, STRANITI, BRIGGS AND KRUMMEL) AND ONE AGAINST (BONDI).**

RESOLUTIONS FROM COMMON COUNCIL

MOTIONS POSTPONED TO A SPECIFIC DATE

A. PUBLIC WORKS COMMITTEE (Item 13a &13 b from September 11, 2007 CC meeting, tabled to next meeting.)

1. Authorize the Mayor, Richard A. Moccia, to execute an Agreement with Brunalli Construction Company for the construction of the Reed Street Extension and Railroad Underpass for Project No. BR 07-02, for a sum not to exceed \$6,617,750.

2. Authorize the Director of Public Works to issue Orders on Contract to Brunalli Construction Company for the construction of Reed Street Extension and Railroad Underpass for Project No. BR 07-02 for a sum not to exceed \$330,000.

Account No.(s): Special Acct. Grant – DECD (6.5) \$4,720,700

Special Acct. Grant – DECD (3.5) 598,024

Special Acct. Grant – DECD (1.8) 840,075**

Reed Putnam Land/Infrastr. Acct 802,650

(Acct. # 09060910 5777 C0241)

CONTRACT & CONTINGENCY TOTAL \$6,948,637

(**Funding of \$840,075 subject to the approval of the State of Connecticut Bond Commission which is scheduled to meet Sept. 2007.)

**** MR. KRUMMEL MOVED THE FOLLOWING ITEMS:**

1. AUTHORIZE THE MAYOR, RICHARD A. MOCCIA, TO EXECUTE AN AGREEMENT WITH BRUNALLI CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE REED STREET EXTENSION AND RAILROAD UNDERPASS FOR PROJECT NO. BR 07-02, FOR A SUM NOT TO EXCEED \$6,617,750.

2. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO ISSUE ORDERS ON CONTRACT TO BRUNALLI CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF REED STREET EXTENSION AND RAILROAD UNDERPASS FOR PROJECT NO. BR 07-02 FOR A SUM NOT TO EXCEED \$330,000.
ACCOUNT NO.(S): SPECIAL ACCT. GRANT – DECD (6.5) \$4,720,700
SPECIAL ACCT. GRANT – DECD (3.5) 598,024
SPECIAL ACCT. GRANT – DECD (1.8) 840,075**
REED PUTNAM LAND/INFRASSTR. ACCT 802,650
(ACCT. # 09060910 5777 C0241)
CONTRACT & CONTINGENCY TOTAL \$6,948,637

(**FUNDING OF \$840,075 SUBJECT TO THE APPROVAL OF THE STATE OF CONNECTICUT BOND COMMISSION WHICH IS SCHEDULED TO MEET SEPT. 2007.)

Mr. Krummel said that the items had been tabled from the previous Council meeting because there were concerns about the City accepting the second lowest bidder. This was because the lowest bidder was not considered to be qualified. A letter from the low bidder arrived at the last minute that challenged this. A meeting was scheduled with the lowest bidder on September 21, 2007. Mr. Krummel then reviewed the details of the meeting with the Council.

Mr. Krummel said that a copy of a letter had been given to the Council members from the C.E.O. of the low bidder just before the meeting convened. Mr. Krummel said that was a correction that needed to be noted in this letter. Mr. Krummel said that there has not been another meeting of the Public Works Committee to consider this item. The item was tabled from the last council meeting and there was no requirement for the Public Works Committee meeting. In the first paragraph of the letter, the C.E.O. refers to a Public Works Committee recommendation to the Common Council. Mr. Krummel said that the recommendation to the Common Council was made before the last Public Works Committee meeting and still stands. Mr. Krummel said that he was present at the meeting with the low bidder, and there was a short meeting amongst the City representatives after the meeting. Mr. Krummel said that he was satisfied that the recommendation for the Brunalli was the correct one. Brunalli was qualified, Mr. Krummel felt, and the low bidder did not have the experience and the qualifications.

An additional problem has come to light. Mr. Krummel reminded everyone that Governor Rell had vetoed a bond act that was passed by the State legislature. It was unclear whether the Governor would veto the upcoming bond act that would contain funding for the bridge and for redevelopment. Mr. Krummel said that he felt the Council could

proceed and approve the measure, knowing that if the funding is not available, the Mayor and the Director of Public Works would not authorize the contracts. Mr. Krummel said that he would recommend that the Council approve the motion.

Mr. Hempstead the asked for the record, if Atty. Nolin concurred with Mr. Krummel's assessment of the situation. Atty. Nolin said that he totally agreed with the Department of Public Works recommendation to execute a contract with the second highest bidder because the reasons that were stated in the documents were more than adequate.

Mr. Krummel said that the low bidder has requested that their letter be made a part of the record. He then asked the secretary of record whether she had a copy of the letter. She replied that she did not believe she did. The Mayor said that the City Clerk would attach it to the minutes.

Mr. Hempstead said that he wished asked Mr. Alvord if he concurred with Mr. Krummel and Atty. Nolin's recommendations. Mr. Alvord then listed the names of the personnel who attended the meeting, which was the second meeting with the low bidder. He also reviewed the names of those who attended the first meeting with the low bidder. Mr. Alvord said that he did not interpret any comments made by the low bidder to mean that the company did not understand the scope of the job. However, Mr. Alvord said that he did remember a comment from Mr. Adams, the estimator, when it became clear that the recommendation to the Council would not be changed. Mr. Adams said that had the firm known that they were expected to submit three jobs of similar complexity, they would not have submitted the bid. Mr. Alvord said that he thought this meant the company was annoyed that the City was not buying their experience. Mr. Alvord said that he did not understand Mr. Adams' statement to mean that the company had not understood the scope of the job.

**** THE MOTION PASSED UNANIMOUSLY.**

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS - None

SUSPENSION OF THE RULES - None

VI A. CORPORATION COUNSEL

Mr. McQuaid recused himself. Mr. Coffey left the meeting.

1. Authorization to Settle Claim: Caragine v. City of Norwalk

**** MR. HILLIARD MOVED TO ENTER INTO EXECUTIVE SESSION TO DISCUSS THE AUTHORIZATION TO SETTLE CLAIM: CARAGINE V. CITY OF NORWALK.**

The Council and Atty. Nolin entered into executive session to discuss Caragine v. City of Norwalk at 11:20 p.m. The Council reconvened in to Executive Session at 11: 21 p.m.

** MS. ROMANO MOVED TO APPROVE AUTHORIZATION TO SETTLE CLAIM OF CARAGINE V. CITY OF NORWALK.
** THE MOTION PASSED UNANIMOUSLY.

ADJOURNMENT

** MS. ROMANO MOVED TO ADJOURN.
** THE MOTION PASSED UNANIMOUSLY.

The meeting adjourned at 11:22 p.m.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Service

