

**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**

**I. ROLL CALL**

**II. ACCEPTANCE OF MINUTES**

**Regular Meeting(s):**

**September 8, 2015**

**III. PUBLIC PARTICIPATION**

**IV. MAYOR**

**A. RESIGNATIONS AND APPOINTMENTS**

**RESIGNATIONS:**

**Roderick Johnson – Zoning Commission (Alternate)**

**APPOINTMENTS:**

**Roderick Johnson – Zoning Commission (Regular)**

**REAPPOINTMENTS:**

**MAYOR'S REMARKS:**

**V. COUNCIL PRESIDENT**

**A. GENERAL COUNCIL BUSINESS**

**RESIGNATIONS AND APPOINTMENTS**

**B. CONSENT CALENDAR**

**VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS**

**VII. COMMON COUNCIL COMMITTEES**

**A. PLANNING COMMITTEE**

1. Approve Contract for 70 and 68 South Main Street and Authorize the Mayor to execute same.

**IX. MOTIONS POSTPONED TO A SPECIFIC DATE**

**X. SUSPENSION OF RULES**

**XI. ADJOURNMENT**

## **APPOINTMENTS**

**ZONING COMMISSION**

**RODERICK JOHNSON (D)**

261 Rowayton Avenue  
Norwalk, CT 06853

**M/C**

**NORWALK CODE 79**

Term Expires 7/1/2018



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CALL TO ORDER

Mayor Rilling called the meeting to order at 7:35 p.m. and led the assembly with the pledge of allegiance and asked to remain standing for a moment of silence. Mayor Rilling announced the passing of Norwalk Federation of Teachers Union President Bruce Levine Mellion. He spoke of his professionalism and dedication to the teachers of the City and stated that he will be missed.

City Clerk King read the notice that this meeting is being video taped and audio recorded for public broadcast, and assisted listening devices are available.

I. ROLL CALL

II.

City Clerk King called the roll. The following Council Members were present:

Council at Large:	Mr. Richard Bonenfant	Mr. Douglas Hempstead
	Mr. Glenn Iannaccone	Mr. Bruce Kimmel
	Ms. Sharon Stewart	
District A:	Ms. Eloisa Melendez	Mr. Travis Simms
District B:	Ms. Phaedrel Bowman	Mr. David Watts
District C:	Mr. John Kydes	Ms. Michelle Maggio
District D:	Ms. Shannon O'Toole-Giandurco	Mr. Jerry Petrini
District E:	Mr. John Igneri	Mr. David McCarthy

Mayor Harry Rilling; Attorney Mario Coppola, Corporation Counsel; Donna King, City Clerk;  
Fifteen members present. Absent: None

II. ACCEPTANCE OF MINUTES - Regular Meeting - August 25, 2015

- \*\* MR. MCCARTHY MOVED TO APPROVE THE MINUTES FROM THE MEETING OF AUGUST 25, 2015 AS SUBMITTED.**  
**\*\* THE MOTION PASSED UNANIMOUSLY.**

PUBLIC PARTICIPATION

*Note: Public comments are not verbatim and represent summarizations of statements made unless otherwise noted.*



1. Rep. Bruce Morris, 315 Ely Avenue, Norwalk spoke in support of item H1, naming of “Pastor Sadie Miles Way”, the longest standing Pastor in the city. He highlighted her life of service to the community as she has helped people in need and organizations that have outreach programs to homeless, workshops for recovering addicts and many others throughout the state and country. He referred to a petition signed by over 80 people who want this tribute and dedication to her. He also stated that the Health, Welfare, Public Safety resolution on the Washington Village project should be adopted as it raises the standard of living for all.
2. Rev. Dwayne Glenn, Pastor of Church of Prophecy and Prayer spoke in support of naming of “Pastor Sadie Miles Way”. He echoed previous comments of how she has dedicated her life of service to the belief in something good in her works in community as she has helped people in need and organizations that have outreach programs to homeless, workshops for recovering addicts and others throughout the state and country.
3. Jackie Linton, 715 French Town Road, Bridgeport, spoke in support of naming of “Pastor Sadie Miles Way”. She stated that the church was founded in 1972 and Rev. Miles paid off the mortgage through hard work and raising money through righteous causes. She echoed previous comments of how she has dedicated her life of service to helping people with food drives and giveaway programs for those in need and how the street sign in her name is a fitting dedication to this marvelous person and pastor.
4. Natasha Ramsubhag, 35 Hawthorne Drive, Norwalk spoke in support of naming of “Pastor Sadie Miles Way” and shared how she has dedicated her life of service and has done so much to help the people of the city and of God.
5. Charles Pirro, 3 Baker Lane, Norwalk emphasized reasons for honoring the life of an individual and related that it is not just for those of fame, athletes but for being a good person. He spoke of how fitting it is to celebrate and honor her life and contributions to the city.
6. Wardworth Ramsubhag, 35 Hawthorne Drive, Norwalk spoke in support of naming of “Pastor Sadie Miles Way”, and shared how she has dedicated her life of service and has done so much to help the people of the city and of God.
7. Lisa Thomson, 24 Highland Avenue, Norwalk, acknowledged those in support of Rev. Sadie Miles and thanked them for their dedication to the recognition of a deserving individual. She spoke in support of the reappointment of Nora King to the Zoning Commission, that Ms. King has been the voice of taxpayers...Norwalk has gone from one crisis to another while developments have stalled and blight has blossomed, because it doesn't have a qualified city planner. ...Those who know about zoning more than I do have been saying for years that Norwalk has no strategy... Norwalk does have a strategy for dealing with planning and zoning: it's called revenge. In fact, too many decisions on this floor are based revenge between a party, across parties, within districts and across districts-- from just a few blocks away....to party bosses telling Council members how to vote. She said Nora King is a regular citizen with P&Z expertise, a welcome addition to a board dominated by lawyers. How you vote tonight sends a message to your voters about how serious you are about cleaning up Planning & Zoning, putting qualified people on this board who speak for the community instead of those who just profit from our flawed system.





Public Comments – continued

8. Shirley Nichols, 84 Highland Avenue, said she is a certified planner and president of the Darien Land Trust, said she is often quite struck at how two cities, right next door to each other, can have completely different ways of dealing with environmental issue in particular. She outlined that the same laws on coastal area management that are supposed to apply to every single person in this state are applied differently in Darien than they are here and that's not right because we all have a right to safe and clean environments. She added that Nora King is a breath of fresh air who has fought for the waterfront and neighborhood rights, and should be reappointed to the Zoning Commission.
9. Nora King, 17 Covewood Road, Norwalk thanked the Council for the opportunity to speak on her own behalf and said she stands nervous and humble to ask for their vote to continue to serve this great city. She spoke of her background on the Commission and said we have become a reactive community, responsive to individual developers and their law firm and not necessarily the people who pay the bills in this town. ... She asked why Head of the Harbor took ten years and there are on-going battles in the waterfront area. She said she asks tough questions that brought issues to light, that are important to our entire community, and you should not want to shut that down tonight. Those issues are important as a strong woman and she will not apologize for that, but is highly qualified to be on zoning and brings a unique background and perspective to that role... She thanked those that spoke on her behalf and Mayor Rilling for his support.
10. Thomas Livingston, 23 Crockett Street, said he is yet to hear anyone say she is not qualified for the position and we need to re-examine our whole approach to Planning and Zoning. We need people on the Zoning Commission like Nora who understand the issues, are not afraid to ask questions and are not tied to any special interests. He said that she is qualified and asked the Common Council members to put aside political, ideological and petty grievances aside and vote for Ms. King.
11. Diane Lauricella, said she was very impressed with the members of the public in attendance from the Prophecy Church in support of the naming of Rev. Sadie Miles Way. She added that that it is fitting to name the street after the living, for someone so exceptional, just as was done for Travis Simms. She stated that she heartedly recommends the appointment and reappointments of David Davidson and Peter Viteretto. She added that as stated last meeting, we need more people like Nora King who does due diligence and tackles the hard issues and makes sounds decisions. She asked for a comparison to other cities and towns when it comes to City planning. She spoke against the wording in the resolution in the Washington Village Redesign and asked it to be re-written to remove ridiculous language using 'so called friends' of Ryan Park. She stated that she is on the record for several years in favor of the transformation and the need for it but is also on the record asking this Council and its committee to discuss alternatives where some of the building could go and finds it really offensive that activism and volunteerism is so criticized by the Council. She said she is in favor of transformation but we have to review the facts on this, and asked again, let's talk.

Mayor Rilling closed the public participation portion of the meeting at 7:55 p.m.

**RESIGNATIONS/APPOINTMENTS/REAPPOINTMENTS:**



APPOINTMENTS: David S. Davidson– Planning Commission  
Andrew Strauss – Tree Advisory Committee

- \*\* MR. KIMMEL MOVED TO APPROVE THE APPOINTMENT OF DAVID DAVIDSON TO THE PLANNING COMMISSION WITH A TERM TO EXPIRE 07/01/2018.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

Mayor Rilling asked Mr. Davidson to stay and the City Clerk would swear him to the office following appointment approvals.

- \*\* MR. BONENFANT MOVED TO APPROVE THE APPOINTMENT OF ANDREW STRAUSS TO THE TREE ADVISORY COMMITTEE WITH A TERM TO EXPIRE 7/01/2018.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

REAPPOINTMENTS: Peter Viteretto – Tree Advisory Committee  
Nora King – Zoning Commission

- \*\* MR. BONENFANT MOVED TO APPROVE THE APPOINTMENT OF PETER VITERETTO TO THE TREE ADVISORY COMMITTEE WITH A TERM TO EXPIRE 7/01/2018.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

Nora King – Zoning Commission

Mr. Igneri stated he was pleased to nominate Ms. King and mentioned his comments made at the last meeting on his association with her. He said that the vote tonight should be about how qualified she is to be on the Zoning committee and she is uniquely qualified, in fact we have never seen anyone who is this qualified. He asked the Council to support her reappointment.

Mr. Kimmel said he agreed with Mr. Igneri and other comments in support of Ms. King's reappointment. He shared his experiences over the years and looking back to other people who have been appointed to various boards, often they may not have cut it when they truly wanted to be involved in city government, but they really may not have had the qualifications necessary to deal with the multi-million dollar projects. He added that the mall is probably going to cost somewhere between \$275 and \$300 million and we need people on Zoning, as well as other land use bodies, that understand land use issues; the rebuilding of Washington Village will cost \$105 million, this is not a simple endeavor, this is going to require people with a level of expertise to handle these kinds of projects. He summarized that we can't get into these personal squabbles and nominate friends, politically and otherwise, and expect a city of 85,000 people to move forward well into the 21st century.



Mr. McCarthy referred to NancyOnNorwalk articles as part of his research and sources of reasons for why Ms. King should not be reappointed. He said it's not personal, it's not political, it's not anything to do with Farm Creek, or White Barn or any application that is specific, but the behavior and the way Nora has approached the last 18 months on Zoning. He highlighted past behavior and complaints of her not being civil and creating a hostile work environment for the staff. He further explained that to be on Zoning you must be willing to work with others, to represent all of Norwalk, to follow the rules and laws with respect to Zoning, for the city and state, willing to be civil, willing to be open, consider facts and not pre-judge applications-- you cannot be an 'activist' and be a Zoning Commissioner. He explained that considering the very different roles that that Commission plays – one, with one hat on it's an administrative board that writes code and the other is a decision-making body that interprets code and bases decisions on it. Civility is important, yet Ms. King has created a hostile environment for staff, with criticism and emails in which King had called staff members liars.

Mr. McCarthy continued that P&Z does have planners-- Senior Planner Dori Wilson has been on the staff for many years, Assistant Planning and Zoning Director Mike Wrinn was a planner before moving up and Planning and Zoning Director Mike Greene has spoken at planning conferences. He said he going to stand by his principals and if he loses an election, or if no one votes for him he would not do anything different.

Mr. Hempstead said Norwalk has never seen a campaign for a Zoning Commissioner like the one for King and he struggles when he had read things, about the way certain commissioners have acted. He noted pre-judging applications and clarified that there are stretches of the truth. He explained that Norwalk did have planning 25 years ago, people did not want Merritt 7 on Connecticut Avenue and they got what they wanted. He clarified that it was Walter Briggs who fought for water access in across from the Wall Street area, while Nora King is getting credit, she actually only extended a sidewalk in that area.

Mr. Watts stated that considering the very different roles that that Commission is an administrative decision-making body that interprets code and bases decisions on it. Civility is important and from what he has seen there have been issues.

Mayor Rilling called for a roll call vote.

- \*\* MR. IGNERI MOVED TO APPROVE THE REAPPOINTMENT OF NORA KING TO THE ZONING COMMISSION WITH A TERM TO EXPIRE 7/01/2018.**
- \*\* MOTION FAILED WITH SIX VOTES IN FAVOR (BONENFANT, KIMMEL, MELENDEZ, SIMMS, KYDES, IGNERI) EIGHT OPPOSED (HEMPSTEAD, MCCARTHY, MAGGIO, IANNACCONE, WATTS, PETRINI, O'TOOLE-GIANDURCO, BOWMAN) AND ONE ABSTENTION (STEWART)**

**MAYOR'S REMARKS**



Mayor Rilling noted that the Step Team was to be here but will be rescheduled. He announced the following events:

- 911 Commemoration on Friday, September 11 at 8:30 a.m. at City Hall.
- The annual Oyster Festival is this weekend, September 11-13 at Veteran's Park.
- Light Bulb Swap will take place on Saturday, September 19, 2015 in the Community Room of Norwalk City Hall from 9 a.m. to 3:00 p.m.
- September 19 is Living Green at Taylor Farm – features energy audit information booths.
- September 14 is Rosh Hashanah.
- DPW Touch a Truck and Open House is September 19 at Smith Street.

**COUNCIL PRESIDENT**

Mr. Petrini suggested a suspension the rules to put item H1 next on the agenda as a courtesy to the members of the public who were in attendance in support of the naming of Pastor Sadie Miles Way.

- \*\* MR. PETRINI MOVED TO SUSPEND THE RULES TO PUT ITEM H1 NEXT ON THE AGENDA PRIOR TO THE CONSENT CALENDAR.**
- \*\* MOTION PASSED UNANIMOUSLY.**

**H. Public Works**

1. Resolution to install an honorary street name sign "Pastor Sadie Miles Way

Mr. Watts commented on the tremendous support shown by the number of people who came out to speak at the Ordinance Committee meeting and again tonight and noted that it is a fitting dedication to a wonderful person for the way she has lived her life.

Comments of support were made by Mr. McCarthy on the process involved with the item that required a public hearing based on a newly amended city ordinance. Ms. O'Toole-Giandurco commented on the work done by the Ordinance Committee to make this happen and thanked Mall of those involved for their input and involvement. Mr. Petrini added that this required a super majority of Council votes in favor and passing this was no easy process, but it was a fitting tribute to an outstanding individual.

Mayor Rilling thanked all of those who came out in support and acknowledged that he had attended the mortgage burning ceremony and it was a very inspirational and spiritual dedication.

- \*\* MR. MCCARTHY MOVED TO ADOPT THE RESOLUTION TO INSTALL AN HONORARY STREET NAME SIGN "PASTOR SADIE MILES WAY"**
- \*\* MOTION PASSED UNANIMOUSLY.**





GENERAL COUNCIL BUSINESS:

CONSENT CALENDAR

Mr. Petrini explained the consent calendar to those in attendance and noted that if their item is on consent it means that no further discussion will take place on the items and representatives in attendance on items are free to leave.

- \*\* MR. PETRINI MOVED THE CONSENT CALENDAR AS FOLLOWS:  
VII. D1, D2, D3, D4, D5: VII. E1: VII. F1, F2: VII. H2, H3, H4, H5.  
\*\* MOTION TO APPROVE THE CONSENT CALENDAR PASSED UNANIMOUSLY.**

*Items on the Consent Calendar are in bold as follows:*

**VII COMMON COUNCIL COMMITTEES**

**D. LAND USE & BUILDING MANAGEMENT**

**1 Authorize the Mayor. Harry W. Rilling to execute an Agreement with Lothrop Associates to provide architectural design services for the renovation of the Broad River Fire Station for a total not to exceed \$76,900 plus \$4,000 allowance for reimbursable and additional services. Account #09153110 5777 C0557.**

**2. Authorize the Purchasing Agent to issue a purchase order to CDW for 300 chrome books and 10 carts for Norwalk Public Schools for a total not to exceed \$93,000.  
Account #0915-5010-5777-CO1 12 \$6,602.00 and #0916-5010-5777-CO1 12 \$86,398.00.**

**3. Authorize the Purchasing Agent to issue a purchase order to The Apple Store for Education for the purchase 40 Mac mini plus additional accessories for Art and Music technology for secondary schools for a total not to exceed \$38,764,00.  
Account # 0916-501 0-5777-00112 \$38,764.**

**4. Authorize the Purchasing Agent to issue a purchase order to Advanced Computer Networking for 10 additional laptops (based on previous approved pricing) for Norwalk Public School for a total not to exceed \$12660 Account # 0916-5010-5777-CO1 12**

**5. Authorize the Purchasing Agent to issue a purchase order to E-Plus for upgrade of network infrastructure at 2 high schools and 4 middle schools for a total not to exceed \$227,635,00. Account # 0916-5010-5777-CO1 12**

**Consent Calendar – continued.**



**E. PLANNING COMMITTEE**

**1. Authorize the Mayor to sign the Mayoral Certification and approve the advancement of the PY40 CAPER to HUD.**

**F. FINANCE**

- 1. Accept and Approve the Report of the Claims Committee Dated: September 10, 2015**
- 2. For informational purposes only: Monthly Tax Collector's Report Dated: August 31, 2015.**

**PUBLIC WORKS**

**2 Authorize the Director of Public Works to execute Change Orders on Contract with YB Paving, Inc. for Project No, Misc, 2015-1 Waypoint Mixed Use Development Project in West Avenue Corridor in an amount not to exceed \$97,716.02.  
Account No. Norwalk Redevelopment Agency.**

**3 Authorize the Mayor, Harry W. Rilling, to execute an amendment to the agreement with Milone & MacBroom, Inc., dated May 7, 2013, for Professional Engineering Services for the Storm Drainage System Evaluation At Selected Locations (Design Services for Storm Drainage Improvements on Honeysuckle Drive, Daphne Drive and Friendly Road, as well as Fodor Farm and Aviation Court), for a sum not to exceed \$216,740.00.  
Account No. 0915 4027 5777 00440.**

**4 Authorize the Director of Public Works to issue Orders of Contract to Deering Construction, Inc. for Project No, DPW 2015-1 Crescent Street Retaining Wall Repairs in an amount not to exceed \$19,400. Account No. 0911 4021 5777 004810907 4021 5777 00315**

**5. Authorize the Purchasing Agent to Issue a Purchase Order to Cargill Salt for Treated Road Salt for Snow and Ice Control, pricing not to exceed \$90.49 per ton, for normal and after-hour deliveries effective for the 2015-2016 winter season. Account No. 01 40 25 5322.**

Mayor Rilling asked Mr. Davidson to come forward. City Clerk King read the oath of office to Mr. Davidson and he was sworn for appointment to the Planning Commission and acknowledged by the assembly. Mayor Rilling thanked him and others for their willingness to serve the City.

**B. Health, Welfare & Public Safety**

**1. A Resolution Opposing Regional Property Tax Sharing**

Mr. McCarthy read the resolution as follows:



**A Resolution Opposing Regional Property Tax Sharing**

Sponsored by David McCarthy, Richard Bonenfant, Doug Hempstead and Shannon O'Toole-Giandurco, Glenn Iannaccone, Michelle Maggio and Jerry Petrini

**Whereas** the Common Council of the City of Norwalk, in conjunction with the Mayor, Board of Estimate and Taxation and Department Heads, budgets for essential governmental services each year, trying always to maintain the lowest possible rate of taxation; and, **Whereas** successive Councils, Boards of Education as well as other parts of municipal government have been responsible in ensuring all aspects of the city run well for its citizens, with the results of said good management being growth in commercial development; and, **Whereas** the only sources of funds to implement the annual budget of the City of Norwalk are small amounts of fee revenue and state grants, almost 90% of the budget is funded through property taxes paid by the citizens of Norwalk; and, **Whereas** the median household income in the city of Norwalk is \$71,877, while the real median family income for the state of Connecticut is \$85,563; and, **Whereas** under the current formula, Norwalk's portion of the state's Education Cost Sharing fund is approx. \$11.3M, less than 50% of the closest comparable city, Danbury's portion of \$27.3M; and, **Whereas** Norwalk has been underfunded by the State's ECS formula for 20 years at a cost to Norwalk taxpayers of well over \$300 million; and, **Whereas** the Common Council of the City of Norwalk extremely reluctantly, under the threat of losing access to Federal Transportation funding, joined the Western Connecticut Council of Governments on November 25, 2014; and, **Whereas** the approved voluntary "regional property tax base revenue sharing system," under which, each municipality may remit a portion of its local property taxes to its regional Council of Governments (COG), which would in turn redistribute those funds among all of its member towns and cities, according to a formula that takes into account factors including each municipality's population and property value would tend to take money and control away from the City of Norwalk; and; now, **Therefore, be it resolved, that, we, the Common Council of the City of Norwalk, reject this additional level of taxation for our citizens and decline to participate in the "voluntary" remission of taxes to the COG, now and in the future, unless there are major changes in the state Educational Cost Sharing formula that result in a fair distribution of funds to Norwalk Schools which outpaces any loss to the city's net tax revenue from this program.** Additionally, we resent being forced to join this organization against our will to be set up for this level of taxation, which we were told would never happen  
(Italic indicates added as an amendment)

Mr. McCarthy outlined the rationale supporting the resolution and spoke on the budget impact of the ECS formula and regional property tax sharing system of regional COGs, and documented the research and aspects and elements of factors that affect the municipality.

There was discussion and comments by the Council members on the rationale to support this resolution.



Mr. Kimmel suggested the following language be added to the final paragraph at the end of the first sentence: \*unless there are major changes in the state Educational Cost Sharing formula that result in a fair distribution of funds to Norwalk schools which outpaces any loss to the city's net tax revenue from this program.

**\*\* MR. KIMMEL MOVED TO AMEND THE RESOLUTION AS INDICATED\*.  
\*\* MOTION TO APPROVE THE AMENDMENT PASSED UNANIMOUSLY.**

**\*\* MR. MCCARTHY MOVED TO ADOPT THE RESOLUTION AS AMENDED.  
\*\* MOTION TO ADOPT THE RESOLUTION PASSED UNANIMOUSLY.**

C. Health, Welfare & Public Safety

2. Resolution in Support of the Washington Village Redesign

Ms. Maggio read the resolution and asked Mr. McCarthy to outline the supporting rationale. There was discussion and comments by the Council members on the rationale to support this resolution. Ms. Bowman questioned the authority given to Friends of Ryan Park.

Mr. Hempstead said he recalled a presentation to the Recreation and Parks Committee five or six years ago, where volunteers were given an OK to build a butterfly garden in the park and Two or three years ago the city voted to put in a water supply for the garden; but don't recall any formal agreement. Mr. Hempstead explained that none of these groups tend to have any formal agreements because they have no standing, they are not set up where they have rights to the park or anything. He added that they have to run everything through parks and recreation and city government because it's a city park; we don't have the right to give that away to anybody.

Mr. Simms added that he did recall during a committee meeting we did give Friends of Ryan Park authorization to build and maintain the grounds of the butterfly garden, but don't recall giving them rights to the park, to control parts of the park, but we did give them authorization to take care of the park.

Mr. Watts explained that they might have started off with a good mission, of cleaning up the park, but they may have lost their focus, denying individuals a right to quality housing. It's just ridiculous, just starting to get a little out of control here with the fact that we have individuals who might have had a good idea I think they have lost their way because there is no way citizens from South Norwalk can go to at least where one of the leaders of the Friends live and implement housing changes. That's just unrealistic and it's not going to happen.

Mr. Bonenfant explained that they did a lot of good things there to the park, they made it a much nicer place to be, but when Washington Village was proposed through the Redevelopment Agency they needed to have an egress, for a flood and suggested a road through it. . He added that it's important that kids be able to run through the park, and a dry egress through the middle would prevent that. There was discussion on the involvement of the Friends of Ryan Park.





Mr. Kimmel said we are a year behind schedule on a project that this Council and others around the city believe this is truly a transformative project for the entire area going on with everything else that is going on and we are stuck here. He summarized that the resolution is great, this is a wonderful, plan and hopes folks are listening, as you can't deny people housing.

Ms. Bowman suggested the deletion of 'so called friends' throughout and in line seven to delete after recognized 'or even considered any plan to modify Ryan Park.'

**\*\* MS. MELENDEZ MOVED TO AMEND THE REOLUTION TO REMOVE THE PHRASE 'THE SO CALLED' THROUGHOUT.**

**\*\* MOTION TO AMEND THE RESOLUTION PASSED UNANIMOUSLY.**

**A Resolution in Support of the Washington Village Redesign**

Sponsored by David McCarthy, Doug Hempstead, Shannon O'Toole-Giandurco, Jerry Petrini, Rich Bonenfant, Glenn Iannaccone, Michelle Maggio

**Whereas** Washington Village is a 136 unit public housing development continuously occupied since 1941, making it the oldest public housing in Connecticut; and,  
**Whereas** the U.S. Department of Housing has provided a \$30,000,000 grant for the redevelopment of the entire complex through its Choice Neighborhoods Initiative; and,  
**Whereas** the state of Connecticut has provided over \$10,000,000 in grant money to support the project and surrounding initiatives though the Connecticut Department of Housing; and,  
**Whereas** the developer of the project has sought to hire local artisans, craftsmen and workers; and,  
**Whereas** the plan will modernize the public housing, without depriving anyone, while introducing market rate housing and thereby add to the tax base and provide a path to betterment for residents; and,  
**Whereas** the plan does not have any change in the use of Ryan Park, which will always remain designated as a park; and,  
**Whereas** the Common Council has never formally recognized *or even considered any plan to modify Ryan Park* or yielded any authority or control to the so-called "Friends of Ryan Park"; and,  
**Whereas** all efforts to improve the area are considered good for the residents and all citizens of Norwalk, and all aspects of the community's feedback were respected and considered over the course of numerous public hearings; and,  
**Whereas** the Common Council of the City of Norwalk approved the Washington Village Transformation Plan with only one dissenting vote in May 2013 only after public opinion was considered and acted upon; and,  
**Therefore, be it resolved, that, we, the Common Council of the City of Norwalk, urge the so-called "Friends of Ryan Park" to withdraw their lawsuit, cease counterproductive actions against the redevelopment of the area and allow the project to move forward without further delay.**

(Italic indicates added as an amendment)

**\*\* MS. MAGGIO MOVED TO ADOPT THE RESOLUTION AS AMENDED.**

**\*\* MOTION TO ADOPT THE RESOLUTION PASSED UNANIMOUSLY.**



B. Health, Welfare & Public Safety—continued

**A Resolution Recognizing the Norwalk Health Department for Receiving  
Public Health Accreditation**

Submitted by Councilman Glenn Iannaccone

**WHEREAS**, the Norwalk Health Department celebrated the 1-year anniversary of its accreditation by the Public Health Accreditation Board (PHAB) on June 18, 2015; and **WHEREAS**, the Health Department remains the *only* accredited health department in Connecticut and the *sole* accredited local health department in New England, and only 75 of the approximately 3,000 health departments in the United States have earned this distinction; and

**WHEREAS**, accreditation confirms that in meeting the public's health needs, high standards of practice are employed, essential services and programs are provided, and there is a continuous effort to improve the quality, efficiency and effectiveness of the operation; and

**WHEREAS**, the Board of Health, the Director of Health and the entire Health Department staff assess the community's health, develop, implement and regularly monitor a community health improvement plan in order to make this community a healthier, more attractive place to live; and

**WHEREAS**, the Health Department touches the lives of Norwalk residents and visitors every day, whether they are eating at one of our 577 restaurants, swimming at one of our 19 beaches or 49 public pools, or enjoying a relaxing appointment at one of our 103 licensed salons, the Health Department staff does its best to make sure that experience is safe and sanitary; and

**WHEREAS**, the Health Department staff ensures that our community members have access to vaccines for adults and children, useful information about and resources for healthy living, and affordable testing and counseling for sexually transmitted diseases; and

**WHEREAS**, the Health Department also works closely with police, fire, and other city officials to prepare for and respond to public health emergencies; and

**WHEREAS**, the Health Department's status as an accredited health department lets the public know that these and the many other services the Department provides are efficient, effective, and continuously improving.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Norwalk recognizes and applauds the Health Department for the prestigious distinction of being an accredited Health Department and for its excellent work toward meeting its mission to prevent and control the spread of disease, promote a healthy environment, and protect the quality of life within our changing community.

Mr. Iannaccone outlined the rationale in support of the resolution.

**\*\* MS. MAGGIO MOVED TO ADOPT THE RESOLUTION AS PRESENTED.  
\*\* MOTION TO ADOPT THE RESOLUTION PASSED UNANIMOUSLY.**



C. Personnel Committee

1. Approval of Job Classification of Program Coordinator – Ordinance Position.  
Salary Range \$53,031 - \$76,600

Mr. Iannaccone moved the item for discussion and explained that the item had been vetted through the Committee twice and carefully deliberated with Mr. Bovilsky, Director of Human Relations. He explained that there was a thorough review of the duties and job description and proposed salary range to \$42,000 to \$57,000.

Mr. Hempstead proposed adjusting the salary range to \$42,000 to \$57,000. There was discussion that the salary range reflects the pay plan for ordinance list employees. Mr. Schlosser noted that this is the lowest range in the matrix

Ms. Stewart questioned the \$53,031-to-\$76,600 pay range and asked if the department already had a person in mind for the position, noting that it is a lot of money to pay somebody with just a high school diploma.

Mr. John Schlosser, Personnel Administrator in the Personnel Department came forward to field questions. He said the City plans to advertise the position and put it on our website and people can apply for it. He added that there is an individual, who's currently the Summer Youth Employment coordinator who could apply for this position as well, and would be considered, but it will be open to the public.

Mr. Watts proposed requiring a minimum of two-year associate degree or a four-year degree, but should have a college degree. Mr. Schlosser referred to Mr. Bovilsky's Affirmative Action directive that a college degree requirement could prevent qualified applicants from applying, including minorities. Mr. Watts said he took offense to that analogy as a bias because there are enough qualified, including minorities who have college experience.

There was discussion that the salary range reflects the pay plan for ordinance list employees. Mr. Schlosser noted that this is the lowest range in the matrix.

There was further discussion and Mr. Kimmel stated that this is too much debate for the council floor, and further deliberation should be done by Committee.

- \*\* MR. KIMMEL MOVED TO REFER THE ITEM BACK TO THE PERSONNEL COMMITTEE FOR FURTHER DELIBERATION.**
- \*\* MOTION PASSED WITH ELEVEN VOTES IN FAVOR, THREE OPPOSED (MAGGIO, BOWMAN, MELENDEZ) AND ONE ABSTENTION (STEWART).**



**COMMON COUNCIL  
NORWALK, CONNECTICUT**

**SEPTEMBER 8, 2015  
REGULAR MEETING MINUTES**

**G. CORPORATION COUNCIL**

Authorize the Mayor, Harry W. Rilling, acting on behalf of the City to execute an Agreement with the Norwalk Redevelopment Agency in connection with the settlement of the cases pending in the Connecticut Appellate Court known as Barton, Et Al v. City of Norwalk, AC 36040 and AC 36270, setting out the terms for the purchase by the Agency of 68 and 70 South Main Street from the current owners and the administration by the Redevelopment Agency of the parking lot reconfiguration project at the Norwalk Police Headquarters Facility.

Authorize the Mayor, Harry W. Rilling, to execute a Parking Easement in favor of the Norwalk Redevelopment Agency for the use of 30 parking spaces in the parking lot behind the Norwalk Police Headquarters Facility pursuant to the purchase of 68 and 70 South Main Street properties.

**\*\* MR. MCCARTHY MOVED TO ENTER INTO EXECUTIVE SESSION FOR  
PURPOSE OF DISCUSSION OF ITEM G.1 AND G2 CORPORATION COUNSEL  
\*\* MOTION PASSED UNANIMOUSLY.**

The Council entered into Executive Session at 10:45 p.m. and reconvened into public session at 11:20 p.m. There were no votes or action taken.

**\*\* MR. HEMPSTEAD MOVED TO REFER ITEM G.1 AND G2 CORPORATION  
COUNSEL BACK TO THE PLANNING COMMITTEE FOR FURTHER  
DELIBERATION.  
\*\* MOTION PASSED UNANIMOUSLY.**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE – none

X. SUSPENSION OF RULES - None

XI. ADJOURNMENT

**\*\* MR. MCCARTHY MOVED TO ADJOURN.  
\*\* MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 11:25 p.m.

Respectfully submitted,  
M. Knox;  
Telesco Secretarial Services

ATTEST \_\_\_\_\_  
Donna King, City Clerk      Date:





**King, Donna**

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**From:** Rod Johnson [RJohnson@MillenniumPtrs.com]  
**Sent:** Friday, September 18, 2015 11:30 AM  
**To:** Rilling, Harry  
**Cc:** King, Donna  
**Subject:** Zoning Commission

Dear Mayor Rilling,

I am hereby resigning my position as an alternate member of the Zoning Commission contingent on the confirmation of my appointment as a regular member of the Zoning Commission on September 22, 2015.

Sincerely,

Roderick C. Johnson

Sent from my iPhone



**Roderick C. Johnson**  
261 Rowayton Avenue  
Norwalk, CT 06853

(h) 203 - 838 - 6171  
(o) 212 - 875 - 4946

**EMPLOYMENT**

- 1998-Present**      **Vice President, Millennium Partners, New York, NY.**  
**Planning, market research, design, marketing and sales for residential components of Millennium's center city mixed use properties in New York, Boston, Washington DC, Miami, San Francisco and Los Angeles.**
- 1990-1997**      **Principal, Residential Realty Advisors, New York, NY.**  
**Consultant to major real estate developers in New York metropolitan area primarily focused on high rise condominium and rental market rate projects.**
- 1984-1990**      **Project Executive, Gilbert Charles Beylen, New York, NY**
- 1978-1984**      **Executive Director, Norwalk Redevelopment Agency**
- 1975-1978**      **Director of Special Projects, New Haven Housing Authority, New Haven, CT**
- 1973-1975**      **Director of Planning, Community Housing Inc New Haven, CT**
- 1969-1973**      **Project Planner, New Haven Redevelopment Agency New Haven, CT**
- 1972-Present**      **Registered Architect, State of Connecticut**

**EDUCATION**

**B.A, Yale College, New Haven, CT**  
**M.Arch, Yale University School of Architecture**

**MILITARY SERVICE**

**United States Marine Corps**



**NORWALK COMMON COUNCIL  
REQUEST FOR ITEM TO BE PLACED ON AGENDA**

**DATE OF REQUEST:** September 14, 2015

(Note -- Agenda closes 12:00 Noon on the Thursday before the Council meeting).

Person/Department/Committee Making Request: Timothy T. Sheehan, Redevelopment Agency

Section on Agenda Where Items Is To Appear: PLANNING COMMITTEE

Has Items Been To A Council Committee? Yes ~~X~~ No

Which One? PLANNING COMMITTEE

Has the Item Been Reviewed By the Planning and Zoning Commission under Section 8-24 Of The State Statutes? Yes  No  N/A

List Item/s And Action to Be Taken: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made).

Action Requested:

**Approve Contract for 70 and 68 South Main Street and Authorize the Mayor to execute same**

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN: \_\_\_\_\_

EFFECTIVE DATE OF ACTION (if applicable): Immediately upon approval



Signature of Person Making Request  
Timothy T. Sheehan, Executive Director

Norwalk Redevelopment Agency  
125 East Avenue  
Norwalk, CT 06856-5125



## AGREEMENT

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 02015, by and among the **CITY OF NORWALK, CONNECTICUT** (the City); acting herein by Harry W. Rilling, its Mayor, duly authorized and the **NORWALK REDEVELOPMENT AGENCY** (the Agency), acting herein by Felix R. Serrano, its Chairman, duly authorized.

WITNESSETH:

**WHEREAS**, certain real property located in the City of Norwalk, Connecticut known and designated as 68 and 70 South Main Street (the "Properties") were the subject of an inverse condemnation suit filed in the Superior Court for the Judicial District of Stamford-Norwalk Docket Number CV-03-0197963 (the Underlying Lawsuit), in which a decision was rendered, following trial, ordering damages to be paid by the City, together with interest; and,

**WHEREAS**, the City, as the defendant in the Underlying Lawsuit appealed the decision to the Appellate Court, where the matter is currently pending under A.C. 36040; and,

**WHEREAS**, the plaintiffs in the Underlying Lawsuit, following the Court's denial of their request for Offer of Compromise interest in the Underlying lawsuit, appealed that decision, which appeal is currently pending under A.C. 36270; and

**WHEREAS**, the Appellate Court consolidated the two appeals and has agreed to treat A.C. 36270 as a cross appeal (jointly the appeals are herein referred to as "the Appeals"); and

**WHEREAS**, following discussions the parties to the Appeals have agreed to certain terms for the settlement of their claims in connection with and arising out of their respective legal actions, including the Underlying Lawsuit, the Appeals and certain Tax Appeals, which settlement terms include the purchase of the Properties by the Norwalk Redevelopment Agency.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreements set forth herein by each party to the other, the City and the Agency hereby agree as follows:

1. **ACQUISITION OF 70 SOUTH MAIN STREET**. The Agency hereby agrees to enter into a contract to purchase the property known as 70 South Main Street (70 South Main Street Property) from the current owner, Sonoson, LLC for the purchase price of One Million Four Hundred Seventy Five Thousand Dollars and No Cents (\$1,475,000.00.), which sum includes reimbursement to the current owner in the amount of Thirty Five Thousand Dollars (\$35,000) for the cost of installing new windows in the building located on the 70 South Main Street Property. The purchase is contingent upon the seller providing exclusive possession of the 70 South Main Street Property and the City providing to the Agency the Parking Easement referenced in Paragraph 3, herein. Each party shall bear its own costs of legal representation in this transaction, and the Norwalk Redevelopment Agency will be responsible for the cost of recording the deed of conveyance.

2. **ACQUISITION OF 68 SOUTH MAIN STREET.** The Norwalk Redevelopment Agency agrees to purchase the property known as 68 South Main Street (68 South Main Street Property) from the current owner for the purchase price of Three Hundred Ninety Thousand Dollars and No Cents (\$390,000.00). The purchase is contingent upon the seller providing exclusive possession of the 68 South Main Street Property and the City providing to the Agency the Parking Easement referenced in Paragraph 3, herein. Each party shall bear its own costs of legal representation in this transaction, and the Norwalk Redevelopment Agency will be responsible for the cost of recording the deed of conveyance.
3. **PARKING EASEMENT.** Upon notice from the Agency that the Agency's purchase of the Properties is scheduled to close on a date certain, then pursuant to paragraphs 1 and 2 above, the City will provide to counsel for the Agency the original easement document to record on the Norwalk Land Records, a copy of which is attached hereto as Exhibit A, effectively granting the Agency, its successors and assigns, the right to use thirty (30) contiguously situated parking spaces located on the northern portion of the parking lot, as set forth in the City of Norwalk – Police Headquarters – Site Plan Review Application #5-02SPR, modified August 13, 2015 for the benefit of the occupants of the Properties.
4. The purchase of the Properties by the Agency is contemplated to take place on or before October 31, 2015. Notwithstanding the preceding sentence, the Agency represents that its due diligence contingency to purchase 68 South Main Street and 70 South Main Street is scheduled to expire September 23, 2015, at which time the Agency can request an extension of the same, waive the same or terminate the purchase agreement.
5. The City will be funding a capital improvement project involving the entire parking lot serving the Norwalk Police Department Facility, over which the easement described in paragraph 3 above will be granted. The Agency agrees to act as the developer of the parking lot improvement project in which capacity it will oversee and administer the project to its completion. The Agency shall not be responsible for any expenses regarding the capital improvement project for the entire parking lot serving the Norwalk Police Department Facility but will provide in-kind project management services to facilitate the project.
6. This Agreement shall be binding upon the parties and their respective successors, assigns and heirs in interests.
7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first above written.

CITY OF NORWALK







**PARKING EASEMENT AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF NORWALK, CONNECTICUT, AS GRANTOR**  
**AND**  
**NORWALK REDEVELOPMENT AGENCY, AS GRANTEE**

KNOW ALL MEN BY THESE PRESENTS, that as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, The City of Norwalk, ("Grantor") , a municipal subdivision of the State of Connecticut, acting herein by Harry W. Rilling, its duly authorized Mayor, for the consideration of ONE DOLLAR (\$1.00) and other valuable consideration, received to its full satisfaction of the Norwalk Redevelopment Agency, ("Grantee"), a redevelopment agency created by the Common Council of the City pursuant to Chapter 130 of the Connecticut General Statutes, does hereby give, grant, bargain, sell and confirm unto Grantee, its successors and assigns, an easement in, over, upon and through the premises, more particularly described in **Exhibit A** attached hereto (the "Burdened Premises"), for purposes of parking, as described herein, and said easement shall be appurtenant to the parcels owned by Grantee, identified at 68 and 70 South Main Street, which are more particularly described in **Exhibit B** attached hereto (the "Benefited Premises"). The easement, privileges and rights granted herein shall run with the land and shall inure to the benefit and bind the successors and assigns of Grantor and Grantee hereafter in perpetuity.

1. **Parking Easement.** Grantor hereby grants the exclusive right to (30) designated parking spaces located upon the Burdened Premises (collectively referred to as the "Parking Spaces"), for the sole benefit of Grantee, its successors and assigns in interest to the Benefited Premises, and its respective tenants, guests and invitees of the Benefited Premises, which exclusive rights shall commence on November 1, 2016. The location of the Parking Spaces is depicted in that certain plan entitled " \_\_\_\_\_ " prepared by \_\_\_\_\_, dated \_\_\_\_\_, revised \_\_\_\_\_ (the "Parking Plan"), a copy of which is attached hereto as **Exhibit C**, and shall consist of thirty (30) contiguously situated spaces. The dimensions of the Parking Spaces shall be sufficient to satisfy applicable zoning requirements and shall comply with all legal requirements applicable to the Parking Spaces related to their use in connection with the Burdened Premises. Use of the Parking Spaces shall be exclusively for vehicle parking by tenants and occupants of the Benefited Premises. Grantee its successors and assigns, shall be permitted to post signage on the Burdened Premises relating to the Parking Spaces at its sole cost and expense. Grantor shall not in any manner unreasonably interfere or impede the Grantee's rights herein. At no time may Grantee use the Parking Spaces at the Burdened Premises for staging or storage purposes. Grantee shall not be permitted to lease said spaces prior to November 1, 2016.

2. **Maintenance.** Grantor shall, at its sole cost and expense and consistent with good quality standards, light, maintain and repair the Parking Spaces at the Burdened Premises. Grantor's maintenance responsibilities shall include, but not be limited to, the removal of all trash, snow, and ice from, and the drainage, repaving, sealing and striping of the walkways and parking areas located at the Burdened Premises (collectively, the "Maintenance").

3. Security. Neither Grantee nor Grantor shall be obligated to furnish security to the Parking Spaces.

4. Insurance. Grantor and Grantee shall each maintain, at its own cost and expense, general liability insurance with respect to the Parking Spaces with each naming the other party as an additional insured. All such policies shall be with such companies and in such form and amounts of coverage as shall be commercially reasonable for property used for off-street parking in the area of the Burdened Premises in Norwalk, Connecticut.

5. Casualty. In the event of a casualty or condemnation in which the Parking Spaces are reduced or lost, the number of parking spaces available for Grantee's use under this Easement shall not be reduced, but the affected parking spaces shall be rebuilt or restored by Grantor. The parties shall mutually cooperate in the rebuilding or restoring the Parking Spaces under this paragraph.

6. Compliance with Laws. Grantor shall be responsible, at its sole cost and expense, for assuring that the Burdened Premises is at all times in compliance with applicable laws, now and hereafter in effect.

7. Indemnification. Grantee and Grantor hereby agree to indemnify, defend and hold harmless each other, and their respective officers, directors, agents and employees, heirs, executors, administrators, successors and assigns (each, an "Indemnified Party") from and against any and all indebtedness, claims, liabilities, damages, penalties and losses, costs and expenses (including court costs and reasonable attorneys' fees) arising out of any breach of this Easement, and from and against any and all claims, liabilities, damages, penalties and losses, costs and expenses (including court costs and reasonable attorneys' fees) incurred by an Indemnified Party incident to, resulting from or in any way arising out of any negligent, willful or wanton act or omission of the indemnifying party, its successors, assigns, agents and employees, guests or invitees in connection with this Easement. Each party, however, releases the other from any claim, liability, or the like covered by insurance for the benefit of such party. The parties shall and do hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings.

8. Alternate Parking Arrangements. During any repair or renovation activities undertaken by Grantor upon the Burdened Premises, Grantor may relocate the Parking Spaces within the Burdened Premises as shown on the Parking Plan, upon giving no less than thirty (30) days prior written notice to the Grantee. Grantor shall use all reasonable efforts to minimize any disruption to Grantee, its successors, assigns, tenants, guests and invitees. Such replacement parking shall be available for use by Grantee during such period of time that Grantee does not have access to or the use of the Parking Spaces as shown on the Plan.

9. Successors and Assigns. This Easement and the obligations hereunder shall run with the land comprising the Benefited Premises and be binding on and inure to the benefit of Grantor,

Grantee and their respective successors and assigns in interest.

10. Headings. The subject headings of paragraphs of this Easement are included for purposes of convenience only, and shall not affect the construction or interpretation of any provision.

11. Self-Help. If either party shall materially breach this Easement and does not, within 30 days after written notice of the breach, commence and diligently pursue a reasonable and appropriate cure of the breach to completion, the other party shall have the right (but not the obligation), in addition to its other rights and remedies, to take any reasonable action to cure the breach. In such event, the breaching party shall pay all costs incurred by the other party, together with interest from the date incurred at the then current, prime rate as announced in the Wall Street Journal or comparable publication.

12. No Merger. Grantor and Grantee hereby agree that it is their intention not to merge title to the Burdened Premises and the Benefited Premises in Grantor. It is the intent of the parties to create this Easement in order to satisfy the applicable parking requirements based on the Norwalk Zoning Regulations.

**TO HAVE AND TO HOLD** the above described Easement, unto Grantee, and unto its successors and assigns in interest of the Benefited Premises, forever, subject to the foregoing conditions. While each party shall have the right to recover damages for a breach of this Easement and the right to specifically enforce its terms, this Easement shall not be terminable for any default or breach. If any provision of this Easement shall be declared to void or unenforceable either by law or by a court of competent jurisdiction, the validity or enforceability of the remaining provisions shall not thereby be affected and any such illegal or enforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Easement to be executed as of the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

**CITY OF NORWALK, CONNECTICUT  
GRANTOR**

\_\_\_\_\_  
Witness:

By: \_\_\_\_\_  
Harry W. Rilling  
Its Mayor  
Duly Authorized

\_\_\_\_\_  
Witness:



