

NO: X08-FST-CV-18 6038249 S : SUPERIOR COURT  
REDEVELOPMENT AGENCY OF THE : JUDICIAL DISTRICT OF  
CITY OF NORWALK, ET AL STAMFORD/NORWALK  
v. : AT STAMFORD, CONNECTICUT  
ILSR OWNERS, LLC, ET AL : MAY 22, 2019

**H E A R I N G**

BEFORE THE HONORABLE CHARLES T. LEE, JUDGE

A P P E A R A N C E S :

Representing the Plaintiff  
Redevelopment Agency of the City of Norwalk:

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Representing the City of Norwalk:

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Representing the Defendant:

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1 THE COURT: Good morning, everyone. Please be  
2 seated.

3 ALL COUNSEL: Good morning, Your honor.

4 THE COURT: This is the case of the  
5 Redevelopment Agency of the City of Norwalk versus  
6 ILSR Owners, LLC, and docket number X08 FST-CV-18  
7 6038249.

8 And we are here for an evidentiary hearing on  
9 the motion of the Milligan defendants to dismiss for  
10 lack of subject matter jurisdiction.

11 If I may have appearances for plaintiffs,  
12 please?

13 ATTY. WILLIAMS: Good morning, Your Honor.  
14 Joseph Williams, Shipman and Goodwin, for the  
15 Redevelopment Agency of the City of Norwalk.

16 ATTY. CALLAHAN: Good morning, Your Honor.  
17 Darin Callahan, City of Norwalk.

18 THE COURT: Thank you. And for defendants?

19 ATTY. RUBIN: Good morning, Your Honor. David  
20 Rubin for the Milligan defendants.

21 THE COURT: Okay. Good morning, Mr. Milligan.

22 MR. MILLIGAN: Good morning.

23 THE COURT: Mr. Sheehan, Good morning to you,  
24 sir.

25 ATTY. DECHELLO Your Honor, Anthony Dechello,  
26 Dechello Law Firm, for the defendant CC Rivington.

27 THE COURT: Okay. Good morning, Attorney

1 Dechello.

2 ATTY. DECHELLO: Good morning.

3 THE COURT: All right. Let me just make a few  
4 preliminary remarks before we get going on this.

5 As I indicated, we are here for an evidentiary  
6 hearing, which was requested as is their right by the  
7 Milligan defendants on this motion.

8 I would just point out I have read especially  
9 closely the amended brief of the Milligan defendants  
10 on the motion to dismiss and essentially now it's a  
11 question of proving the factual contentions of that  
12 brief.

13 Although the law is very clear that on a motion  
14 to dismiss the plaintiff has the burden of proof of  
15 establishing jurisdiction, at least as a prima facie  
16 case.

17 Okay. Even though they are the moving party,  
18 the plaintiff has the burden to establish subject  
19 matter jurisdiction.

20 So that may not be what people are thinking but  
21 that is the rule here.

22 I would also remind people of my ruling on the  
23 motion in limine that parsed the expert disclosure  
24 for Attorney Goldberg and that I expect that to be  
25 observed.

26 As you will recall, the ruling extracted four  
27 basic principles with respect to expert testimony in

1           this circumstances; the first is the witness may not  
2           given an opinion on Connecticut law. That's true  
3           whether the witness is a lay person or an expert.

4           The second is the only time that expert evidence  
5           is permitted as to questions of law is when foreign  
6           law is an issue or if the expert is testifying as to  
7           the standard of care in a legal malpractice or  
8           medical malpractice case, which is not involved here.

9           Three, it is well established that experts may  
10          not be called to instruct the Court on the meaning of  
11          a non-technical contract term.

12          And four, expert testimony should be admitted  
13          when the testimony will be helpful to the Court or  
14          jury considering the issues.

15          Now I have applied these to the seven paragraphs  
16          of Attorney Goldberg's disclosure and I expect  
17          adherence to the ruling.

18          And I would call on the parties to make sure  
19          that is followed.

20          All right. So now before we get going, we  
21          haven't seen each other for two months, is there  
22          anything I should be advised of in the progress of  
23          the facts of the case or anything else we need to  
24          talk about before we turn to the motion to dismiss?

25          ATTY. WILLIAMS: Not from me, Your Honor.

26          THE COURT: Okay. Attorney Rubin?

27          ATTY. RUBIN: No, Your Honor.

1           THE COURT: Okay. All right. Then let's  
2 proceed. Mr. Williams?

3           ATTY. WILLIAMS: Thank you, Your Honor. You  
4 will be shocked to hear that plaintiffs call Tim  
5 Sheehan.

6           THE COURT: Aw, Mr. Sheehan, okay. Come on up,  
7 sir. Okay. If you would raise your right hand,  
8 please.

9           THE CLERK: Do you solemnly swear or solemnly  
10 and sincerely affirm as the case may be that the  
11 evidence you shall give in this case shall be the  
12 truth, the whole truth, and nothing but the truth so  
13 help you God or upon penalty of perjury?

14          MR. SHEEHAN: I do.

15          THE CLERK: You may be seated. Please state  
16 your name and address for the Court's record.

17          MR. SHEEHAN: Timothy Sheehan, 16 Ann Street,  
18 Norwalk, Connecticut.

19          THE COURT: Okay. Please proceed.

20          ATTY. WILLIAMS: Thank you, Your Honor.

21

1 T I M O T H Y S H E E H A N,

2 having been duly sworn, was examined and testified as  
3 follows:

4 DIRECT EXAMINATION BY ATTY. WILLIAMS:

5 Q Good morning and welcome back, Mr. Sheehan.

6 A Good morning.

7 Q You are aware that the Milligan defendants are moving  
8 to dismiss this lawsuit, making that as one of the arguments  
9 that the 2004 redevelopment plan expired under the ten year  
10 provision in the General Statutes?

11 A I am.

12 Q And you provided -- and you provided some testimony  
13 to the Court earlier in this hearing in which you stated it  
14 was your understanding that that statutory rule applied to  
15 the 2004 redevelopment plan, right?

16 ATTY. RUBIN: Objection. One, that's really not  
17 -- one, it's a question of law, and two, that is  
18 really not the basis of our amended motion at all  
19 that the statutes apply.

20 Our argument is not that the -- in the amended  
21 motion that that ten year period governs. They may  
22 have mistakenly thought it did, but that's not our  
23 argument as to why it expired.

24 THE COURT: Overruled; proceed.

25 THE WITNESS: Could you repeat the question,  
26 please?

27 BY ATTY. WILLIAMS:

1 Q I was just asking, did you testify earlier in the  
2 hearing that you believe that ten year provision in the  
3 statute did apply to the 2004 plan?

4 A I did.

5 ATTY. WILLIAMS: Okay. Your Honor, should we  
6 just keep going with the consecutive numbering of  
7 plaintiff's exhibit?

8 THE COURT: I think so. Let me also say, while  
9 I am not entirely convinced that this properly is a  
10 challenge to the Court's jurisdiction and it relates  
11 to the ability of the Court to hear this case, it  
12 certainly relates to the merits and this is not a  
13 waste of time.

14 These are important contentions and are things  
15 that need to be considered. So I think let's  
16 continue with the numbering and to reduce confusion.

17 ATTY. WILLIAMS: Sure.

18 (Pause)

19 ATTY. WILLIAMS: I am just showing the witness,  
20 Your Honor, and I wanted to have on record with the  
21 Court the earlier version of Section 8-127 of the  
22 statutes prior to the 2007 amendment.

23 THE COURT: What exhibit is this?

24 ATTY. WILLIAMS: It's 44.

25 THE COURT: Okay. Any objection?

26 ATTY. WILLIAMS: So it's a statute. It's a  
27 prior version of a statute. I just thought it was a

1 good idea to mark it so that it's clear on the Court  
2 record what everybody is referring to.

3 ATTY. RUBIN: I have no objection to them  
4 marking any statute as an exhibit. I probably will  
5 have many objections to them asking questions of the  
6 witness as to what his understanding of the statute  
7 is.

8 THE COURT: Fair enough.

9 ATTY. WILLIAMS: Yep.

10 THE COURT: All right. So Exhibit 44 comes in  
11 as full.

12 ATTY. WILLIAMS: Would you like a bench copy as  
13 usual, Your Honor?

14 THE COURT: Thank you.

15 ATTY. WILLIAMS: Now I want to ask you briefly  
16 about an exhibit that was in evidence earlier and I  
17 forgot to ask earlier, are the exhibits in the  
18 courtroom from the hearing, Your Honor?

19 THE CLERK: We have them.

20 THE COURT: We have them.

21 ATTY. WILLIAMS: Could I have No. 1, please?

22 BY ATTY. WILLIAMS:

23 Q You'll recall, Mr. Sheehan, Exhibit 1 is the Wall  
24 Street redevelopment plan from summer 2004. I show you  
25 that. And could you turn to page 4 of the plan, please? Do  
26 you have that?

27 A I do.



1 Q And the bottom right-hand corner of page 4 it states,  
2 unless extended by the Common Counsel, this plan shall  
3 expire twenty years after approval, do you see that?

4 A I do.

5 Q Why did the Agency state in this 2004 plan that it  
6 would be valid for 20 years?

7 A Because the implementation of the goals and  
8 objectives of a redevelopment plan take decades to  
9 implement.

10 Q And was this plan, Exhibit 1, in effect when the LDA  
11 that is the subject of this case was signed in 2007?

12 A As it was amended in 2007.

13 Q Right, thank you. And we have in evidence, it was  
14 Defendant's Exhibit C, that was the March 2000 amendment to  
15 the plan that required direct approval by the counsel for  
16 using eminent domain, right?

17 A That is correct.

18 Q And the redevelopment statutes were later amended  
19 after the adoption of the 2004 plan, right?

20 A That is correct.

21 ATTY. RUBIN: Objection. The statutes are what  
22 they are. He's not a fact witness as to when facts  
23 were -- statutes were promulgated and what they say  
24 and it's not within the purview of his testimony as  
25 executive director of the Redevelopment Agency.

26 It is what it is.

27 ATTY. WILLIAMS: Just --

1 THE COURT: Overruled.

2 ATTY. WILLIAMS: Thank you.

3 (Pause)

4 ATTY. WILLIAMS: I have marked as Exhibit 45 for  
5 identification, Your Honor, it's a complete text of  
6 Public Act 07-141, which provides amendments to the  
7 eminent domain statutes.

8 So with the same purpose as the prior exhibit, I  
9 would ask that it be marked in full.

10 THE COURT: Mr. Rubin?

11 ATTY. RUBIN: Again, no objection to it being  
12 marked. It says what it says. It can be utilized  
13 for whatever purpose Attorney Williams wants in the  
14 context of a brief.

15 I don't -- I will be objecting to questions as  
16 to this witness relative to the statute.

17 THE COURT: All right. Exhibit 45 comes in as  
18 full.

19 ATTY. WILLIAMS: Thank you. Just I would like  
20 to direct the Court's attention to page 10 of the  
21 document. The page numbers are in the lower right-  
22 hand corner.

23 And on page 10, if Your Honor has that --

24 THE COURT: Okay.

25 ATTY. WILLIAMS: -- Section 6 of the Public Act  
26 states that Section 8-127 of the General Statutes is  
27 repealed and the following is substituted in lieu

1           thereof effective October 1st, 2007 and applicable to  
2           redevelopment plans adopted on or after said date.

3           THE COURT: I see. Okay. Let me just make a  
4           note of that.

5           ATTY. WILLIAMS: And on the next page it  
6           provides --

7           THE COURT: Just a second.

8           (Pause)

9           THE COURT: Okay. Thank you.

10          ATTY. WILLIAMS: And note please, Your Honor, on  
11          the first page it tells -- and this is from the  
12          General Assembly's official website, it tells you  
13          that additions are indicated by the blue shading.

14          So that is not any highlighting added by us.

15          THE COURT: Okay.

16          ATTY. WILLIAMS: So that is how the legislature  
17          in this version indicates additional text and then it  
18          has strike through for text that was deleted.

19          So just turning just your attention to page 11,  
20          you can see there at the top of the page new  
21          subjection C-1 and the new text that the plan shall  
22          be effective for a period of ten years after the date  
23          of approval and may be amended in accordance with  
24          this section.

25          And then it goes on to provide that the  
26          legislative body shall review and reapprove every ten  
27          years in order for the plan to remain in effect.

1 THE COURT: All right. So this is section -- is  
2 it 6, C-1?

3 ATTY. WILLIAMS: It's Section 6 of the public  
4 act. It's amending Section 8-127 of the statutes and  
5 it provides a new subsection C-1 to Section 8-127 of  
6 the statutes.

7 THE COURT: Okay.

8 ATTY. WILLIAMS: So it just -- it took the  
9 language that was the long paragraph in the prior  
10 exhibit we did and it sort of broke it out into  
11 subsections and then added some text there at the  
12 end.

13 THE COURT: Okay.

14 BY ATTY. WILLIAMS:

15 Q Now, Mr. Sheehan, just asking you about your personal  
16 experience now, in your role as executive director of the  
17 Redevelopment Agency and when you are applying statutory  
18 rules to your activities, when you check the General  
19 Statutes for required redevelopment procedures, is it your  
20 practice to consult the legislative history of the statute  
21 in addition to the statutory text?

22 A No.

23 Q At some point after the Wall Street redevelopment  
24 plan was amended in 2007, did you check Section 8-127 of the  
25 statutes?

26 A Yes.

27 Q And at that point in time did you read the

1 legislative history of Section 8-127 or just the actual  
2 statute?

3 A The statute.

4 (Pause)

5 ATTY. RUBIN: What number?

6 ATTY. WILLIAMS: Forty six, which is the current  
7 version of Section 8-127, Your Honor, printed by me  
8 from Westlaw which -- and which includes the  
9 amendments that were made in Public Act 07-141.

10 THE COURT: Okay.

11 ATTY. WILLIAMS: So for sake of completeness, I  
12 will offer that as well.

13 ATTY. RUBIN: No objection.

14 THE COURT: All right. Comes in as full.

15 ATTY. WILLIAMS: Forty-six.

16 THE COURT: Thank you. Ah, okay, I am sorry,  
17 right, 46, okay.

18 Q Now if you look at the second page of Exhibit 46, Mr.  
19 Sheehan, you'll see that has the language of subsection C-1?

20 A I do.

21 Q And the second sentence states that the plan shall be  
22 effective for a period of ten years and the next sentence,  
23 that the legislative body shall reapprove it ever ten years?

24 A Yes.

25 Q Is that the language of the statute that you  
26 consulted with respect to the 2004 redevelopment plan?

27 A Yes.

1 Q And the text of the statute doesn't tell you that it  
2 only applies to plans adopted after October 1st, 2007, does  
3 it?

4 A It does not.

5 Q When you read the statute what did you conclude about  
6 whether you needed to extend the end date of the 2004  
7 redevelopment plan?

8 A That we needed to have it reviewed and approved by  
9 the legislative body.

10 Q And what language in subsection C-1 were you relying  
11 upon at that point?

12 A The plan shall be effective for a period of ten years  
13 after the date of approval and maybe amended in accordance  
14 with this section.

15 Q Now when you concluded that you needed to extend the  
16 Wall Street plan, I assume you were aware of the 20 year  
17 provision in the plan itself that we talked about, Exhibit  
18 1?

19 A I was very well aware of that as I wanted that to be  
20 30 years and on advise of counsel it was reduced to 20  
21 years.

22 Q So why didn't you simply rely on that 20 year  
23 provision in the plan?

24 A Because of the concerns that the statute raised of  
25 the need to -- that the effectiveness of the plan was for a  
26 period of ten years.

27 Q And you testified earlier in this hearing that the

1 plan was in fact was renewed in 2016, right?

2 A Yes.

3 Q Why did -- what prompted the decision to renew the  
4 plan at that point in time in 2016?

5 A I am sorry, the 2016 amendment?

6 Q yes, to renew and extend the plan.

7 A Oh, to renew and extend the plan, the thought process  
8 was ultimately it was based on the statute itself because of  
9 the issue of the effective dates, that it was only good for  
10 ten years.

11 THE COURT: Well so, Mr. Sheehan, how do we get  
12 from if it was a 2004 plan --

13 THE WITNESS: Yes.

14 THE COURT: -- and your thinking it has only ten  
15 years, how do we get from 2014 to 2016?

16 THE WITNESS: Because we had an amendment in  
17 '07.

18 THE COURT: Okay. And that -- what did that do?

19 THE WITNESS: And that basically in my mind it  
20 was taking us out to 2017.

21 THE COURT: I see, so I see. You had a ten year  
22 amendment in 2017.

23 THE WITNESS: So we started the process in 2016  
24 to amend.

25 THE COURT: Okay. Thank you.

26 THE WITNESS: Yes.

27 BY ATTY. WILLIAMS:

1 Q Showing you what has been marked for identification  
2 as Plaintiff's Exhibit 47, Mr. Sheehan. Take a look and let  
3 me know if you can identify the document for the Court.

4 A It looks like -- it looks like it's a component piece  
5 of minutes to a Planning Committee meeting of the Common  
6 Counsel.

7 Q Of September 1st, 2016?

8 A Yes.

9 Q And I believe you testified earlier you and your  
10 staff serve as the staff to the planning committee of the  
11 Common Counsel?

12 A We do.

13 Q Okay. And do the minutes concern the extension of  
14 the redevelopment plan?

15 ATTY. RUBIN: Objection, Your Honor. He is  
16 asking him a question about a document that is not in  
17 evidence.

18 THE COURT: Just true. In other words --

19 ATTY. WILLIAMS: Just for a foundation.

20 THE COURT: -- let's get it in.

21 ATTY. WILLIAMS: Okay. I'll offer it.

22 THE COURT: Well, okay. Let's see if he is  
23 familiar -- I think he has identified what it is.  
24 Okay.

25 So any objection to it coming in?

26 ATTY. RUBIN: Well, yeah, I do actually. It's  
27 page's three and four of something. I mean I've got



1 minutes.

2 I am going to put in the documents, the full  
3 minutes. I don't know what this is other than it is  
4 page three and four.

5 None of these are that long. We should have the  
6 entire document reflecting the minutes in. I will  
7 note that there are agendas and a lot of the agendas  
8 have like two or three pages and then 150 pages  
9 behind them.

10 I don't have any interest in the 150 pages  
11 behind, but the actual document that is being  
12 referenced should be a full exhibit, not just a  
13 portion of it.

14 ATTY. WILLIAMS: And, Attorney Rubin asked me  
15 that question and I said, no, I don't require things  
16 that aren't necessarily relevant or important unless  
17 you are claiming them and sponsoring them and  
18 reserving the right to object to anything that you  
19 are asking about that is not provided.

20 But they are, some of them lengthy documents,  
21 and I have offered the except that is relevant to  
22 this case, which I have the right to do.

23 And the defendant, if they want to under the  
24 rule of completeness, have a right to put in more  
25 parts of that exhibit if they would like.

26 It doesn't mean that I have to put them in  
27 because they have nothing to do with the case. I am

1 just limiting it to the part that matters.

2 THE COURT: Mr. Rubin?

3 ATTY. RUBIN: If you are going to put the  
4 minutes in, you put the minutes in. You don't  
5 cherry-pick which part of the minutes you are putting  
6 in. You don't put in page's 3 and 4 of a 6-page  
7 document.

8 Put in the 6 page document and you refer the  
9 witness to page 3 and 4. It's just not complete. It  
10 doesn't purport to be what it is being offered for,  
11 the minutes, need to be complete.

12 THE COURT: In what way is it deceptive of  
13 prejudicial?

14 ATTY. RUBIN: I don't know what's not in it.

15 THE COURT: Well sure you do. You said you have  
16 all the minutes. Take a look.

17 ATTY. RUBIN: Well I have -- I don't know I have  
18 these particular minutes, but I will look.

19 ATTY. WILLIAMS: They are all public documents  
20 available on the websites, Your Honor.

21 THE COURT: Well that's not fair. I mean, you  
22 know, I think -- do you have --

23 ATTY. WILLIAMS: And they were --

24 THE COURT: Mr. Williams, do you have a full  
25 set? Do you have a copy here that he could look at?

26 ATTY. WILLIAMS: Do I have a copy?

27 THE COURT: No.

1           ATTY. WILLIAMS: No, I didn't bring the entire  
2 set of minutes because the other pages are not  
3 relevant to the case and there is no rule that says  
4 you can't just offer what is relevant.

5           ATTY. RUBIN: Yeah. I don't have these minutes.  
6 My minutes -- the minutes that I am prepared to  
7 offer start with the Redevelopment Agency regular  
8 meeting minutes September 27th, 2016.

9           This is a Planning Committee regular meeting  
10 minutes, September 1st, 2016. So I don't have those  
11 minutes.

12          ATTY. WILLIAMS: Well --

13          ATTY. RUBIN: And if the minutes are going to be  
14 offered, I'd like the opportunity to determine for  
15 myself whether these are the relevant provisions of  
16 those minutes and not have the plaintiff to make that  
17 decision for me.

18          ATTY. WILLIAMS: It's a somewhat disingenuous  
19 argument only to this extent. Mr. Milligan, as I am  
20 sure would counsel would acknowledge, has extensively  
21 reviewed city files.

22          They have also submitted foyer requests that  
23 have resulted in extensive productions by the City  
24 and Redevelopment Agency of everything requested.

25          So -- and they are not a discovery request.  
26 There is not a -- there's not an argument coming that  
27 they asked for it and we didn't produce it in

1           discovery, just Foyer requests in which everything  
2           was provided.

3           THE COURT:   Okay, all right.  Here's what I am  
4           going to do.  I am going to let it in provisionally  
5           but subject to challenge tomorrow or whatever date.  
6           If Mr. Rubin feels it is an improper exhibit, I will  
7           strike it, but it will come in now.

8           ATTY. WILLIAMS:  Sure.  And I would just ask  
9           Your Honor if an argument comes back that you left  
10          out an important part relevant to this case --

11          THE COURT:  Right.

12          ATTY. WILLIAMS:  -- I am not going to have a  
13          problem with that being added to it.  So that would  
14          be my request at that point rather than strike it,  
15          let's just supplement it --

16          THE COURT:  Well --

17          ATTY. WILLIAMS:  -- but we can deal with it  
18          then.

19          THE COURT:  That might be an appropriate  
20          response, but right now it is submitted provisionally  
21          subject to challenge.

22          ATTY. WILLIAMS:  Thank you.

23          ATTY. RUBIN:  Can I -- and will counsel make a  
24          representation that this is the only -- these are the  
25          only pages of the minutes that deal with the Wall  
26          Street redevelopment project?

27          ATTY. WILLIAMS:  I believe that's the case.

1 THE COURT: Okay.

2 ATTY. RUBIN: Okay.

3 ATTY. WILLIAMS: That's the part I wanted too.

4 THE COURT: All right. So it's marked full for  
5 the time being. Okay.

6 ATTY. WILLIAMS: Thank you.

7 BY ATTY. WILLIAMS:

8 Q Mr. Sheehan, could you just tell the Court generally  
9 what was happening at this meeting of the Planning Committee  
10 on September 1st, 2016?

11 A The existing plan was being extended for a period of  
12 18 months.

13 Q And who participated in the discussion on behalf of  
14 your agency?

15 A Ms. Strauss and myself.

16 Q And who is Ms. Strauss?

17 A Ms. Strauss was the project manager assigned to the  
18 amending the plan.

19 Q Tami Strauss?

20 A Yes.

21 Q Who works for you?

22 A Yes.

23 Q And what action if any did the Committee take on the  
24 request?

25 Q The item was moved by Mr. Neri (phonetic).

26 Q And what do you mean it was moved?

27 A It was moved for a vote of the full committee and

1 seemingly from the minutes the motion passed with five in  
2 favor and two extensions.

3 Q And before that action was taken, did you and Ms.  
4 Strauss explain to the counsel's committee, the Planning  
5 Committee, why you were bringing forward the request to  
6 extend the effective date of the plan?

7 A Yes.

8 Q And in the second set it says, Mr. Sheehan said the  
9 state now requires municipalities review the various plans  
10 every ten years and either amend them or renew them?

11 A Yes.

12 Q And were you referring there to the statutes we  
13 talked about earlier?

14 A Yes.

15 Q Now showing you what has been marked for  
16 identification as Plaintiff's Exhibit 48, Mr. Sheehan, can  
17 you identify that document?

18 A It's the minutes of the Redevelopment regular meeting  
19 September 27th, 2016.

20 Q And specifically page's 1 and 3, right?

21 A Yes.

22 ATTY. WILLIAMS: Offer it.

23 ATTY. RUBIN: No objection.

24 THE COURT: All right. Exhibit 48 comes in as  
25 full without objection.

26 ATTY. RUBIN: Forty eight?

27 ATTY. WILLIAMS: Yes.

1 BY ATTY. WILLIAMS:

2 Q So this is the September 27th, 2016 meeting of your  
3 board of commissioners of the Redevelopment Agency?

4 A Yes.

5 Q And it's a few weeks after the Planning Committee  
6 meeting that you just told us about?

7 A Yes.

8 Q So what happened at this meeting with regard to the  
9 2004 redevelopment plan on page three I am directing you to?

10 A Under the redevelopment plan, the update regarding  
11 the Wall Street redevelopment plan and the West Avenue  
12 corridor and the Washington main urban renewal plan.

13 Ms. Strauss said at the public hearing was the second  
14 step in the process and they proceeded to have discussion  
15 around that.

16 Q And was -- were you supervising and overseeing Ms.  
17 Strauss in making these presentations to any of the boards  
18 that we are going to talk about?

19 A Yes.

20 Q And I notice in the -- on page three under Roman  
21 Number 3-a-1 Ms. Strauss is cited as having said, the public  
22 hearing was the second step in the process to have the plans  
23 reapproved for a period of 18 months so that they remain in  
24 effect while they are updating and amending them?

25 A That is correct.

26 Q And you were present for this meeting I think it  
27 states?

1 A Yes.

2 Q All right. So what was the purpose of you and Ms.  
3 Strauss making this presentation to the commissioners at  
4 that point?

5 A It was to advise them that this was an issue that was  
6 coming before them.

7 Q Okay.

8 THE COURT: So, Mr. Sheehan, let me ask you, so  
9 the reference here is that Ms. Strauss is saying the  
10 Agency wants a period of 18 months so that the  
11 current plan remains in effect while they are  
12 updating and amending it, correct?

13 THE WITNESS: That's correct.

14 THE COURT: All right. There -- was there any  
15 reference to a replacement plan or a new plan as an  
16 objective?

17 THE WITNESS: Well the objective was not  
18 replacement of the 2004 plan because the goals and  
19 objectives of the plan itself absorbed all of the  
20 goals and objectives of the 2004 plan.

21 THE COURT: All right. Thank you.

22 BY ATTY. WILLIAMS:

23 Q I am showing you Plaintiff's Exhibit 49 for  
24 identification. Can you identify that exhibit?

25 A This is meeting minutes for the Common Counsel  
26 regular meeting November 22, '16.

27 Q The full Common Counsel?



1 A Full Common Counsel, yes.

2 ATTY. WILLIAMS: I offer it.

3 ATTY. RUBIN: No objection.

4 THE COURT: Very well. Exhibit 49 comes in as  
5 full. Thank you.

6 BY ATTY. WILLIAMS:

7 Q Mr. Sheehan, on page 10 there is a sub-heading C  
8 Planning Committee, do you see that?

9 A Yes.

10 Q What does that typically mean in the Common Counsel  
11 minutes?

12 A It would reference items that were coming to the  
13 counsel from the Planning Committee.

14 Q All right. And the item here, No. 1, is to reapprove  
15 the Wall Street redevelopment plan for a period of 18  
16 months?

17 A Yes.

18 Q And it states, Mr. Kydes, K-y-d-e-s, moved the item, who  
19 is Mr. Kydes?

20 A Mr. Kydes is a counsel person.

21 Q And does he have a position on the committee?

22 A He is chair of the Planning Committee.

23 Q And it states that Mr. Kydes said that the re-  
24 approval of the plan would allow it to be updated. Do you  
25 believe that to be an accurate statement?

26 A Yes.

27 Q And on the next page, the last page of the document,

1 what action did the Common Counsel of City of Norwalk take  
2 on that motion?

3 A The motion passed unanimously.

4 Q So was this the action of the counsel saying it  
5 agreed to the 2004 plan being extended for another 18  
6 months?

7 A Yes.

8 Q Showing you Plaintiff's Exhibit 50 for  
9 identification, can you identify it?

10 A It's a memo from Ms. Strauss to the commissioners of  
11 the Norwalk Redevelopment Agency regarding the re-approval  
12 of the West Avenue corridor representation, the Wall Street  
13 redeveloper, Washington South Main development plan.

14 Q Sorry. Did you say the date?

15 A It's dated December 2nd, 2016.

16 ATTY. WILLIAMS: Thank you. Offer it.

17 ATTY. RUBIN: No objection.

18 THE COURT: Okay. Exhibit 50 comes in as full.

19 BY ATTY. WILLIAMS:

20 Q In the second paragraph of the -- actually strike  
21 that. Let me back up. What is the purpose of this type of  
22 memorandum from your staff to the commissioners, Mr.  
23 Sheehan?

24 A It's explaining an action which we were seeking them  
25 to take.

26 Q Okay, all right. And is it common for the  
27 commissioners of the Redevelopment Agency to reply upon this

1 memo from staff before they take action on an item?

2 A Yes. This would provide them a sense of background  
3 as to why the action was being requested.

4 Q And in the second paragraph of Exhibit 50, what did  
5 staff advise the Agency that you were requesting?

6 A The staff was requesting a reapproval of the three  
7 plans so that plans would remain in effective for 18 months  
8 --

9 Q Yep. And --

10 A -- while the update and amended redevelopment plans  
11 for the area were being prepared.

12 Q Okay.

13 THE COURT: Let me just ask you, Mr. Sheehan, so  
14 the other two plans that are mentioned here --

15 THE WITNESS: Uh-huh.

16 THE COURT: -- have they been amended in 2007 to  
17 reflect the -- you know, the eminent domain change  
18 and so they were on the same time table?

19 THE WITNESS: No, they were not on the same  
20 timetable.

21 THE COURT: Okay. So why are they being done at  
22 the same time table here?

23 THE WITNESS: The thought-process was that we --  
24 the new modifications had come into play in the  
25 statute and that we needed to amend them to be  
26 consistent with that and they were on differing time  
27 tables as well.

1 I can't remember off the top of my head.

2 THE COURT: I see but you said let's do them all  
3 at once?

4 THE WITNESS: That's correct.

5 THE COURT: And what new statutory developments  
6 did you feel had to update the plans with?

7 THE WITNESS: It was the modifications that were  
8 made to the state statute with regard to the ten year  
9 time period --

10 THE COURT: Okay.

11 THE WITNESS: -- as to the effectiveness of  
12 that. Actually, the above portion of this memo  
13 references that saying that there were changes that  
14 were made and that a redevelopment plan is effective  
15 for a period of ten years, at least that was our  
16 understanding as staff at the time.

17 THE COURT: Okay. Thank you.

18 THE WITNESS: Uh-huh.

19 BY ATTY. WILLIAMS:

20 Q All right. I have shown you Plaintiff's Exhibit 51  
21 for identification, Mr. Sheehan. Can you identify it?

22 A It's the regular -- the meeting minutes for the  
23 regular meeting of the Redevelopment Agency December 13,  
24 2016.

25 ATTY. WILLIAMS: Offer it.

26 ATTY. RUBIN: No objection.

27 THE COURT: Okay. Fifty one comes in as full.

1 Q Now, Mr. Sheehan, just referring you to the second  
2 page of the document where it has the little arrow in the  
3 left margin, what happened at the December 13, 2016 meeting  
4 of the Redevelopment Agency board?

5 A Under the section West Avenue corridor redevelopment  
6 plan/Wall Street redevelopment plan/Washington South Main  
7 urban renew plan, the item was to approve all of those plans  
8 being extended for a period of 18 months.

9 The -- Mr. Devine actually moved that item as a  
10 commissioner. It was seconded by Ms. Toronto and the motion  
11 passed unanimously.

12 Q In presenting the item to the commission, did Ms.  
13 Strauss consistent with her memo advise the board that staff  
14 was requesting the plans be approved for a period of 18 more  
15 months so that they remain in effect while they are being  
16 updated and amended?

17 A She did.

18 Q From your perspective, when the Agency approved the  
19 extension of the 2004 redevelopment plan, did it intend to  
20 modify the plan itself and modify the 20 year provision on  
21 page four?

22 A Can you repeat the question, please?

23 Q When the commission took this action and extended the  
24 life of the plan for 18 months, did the Agency specifically  
25 intend to change the language on page four of the plan?

26 A No.

27 Q Can you explain why, and we have seen in several of

1 the memos and minutes, the statement that the plan would be  
2 extended while it was being updated and amended, why did the  
3 agency say that the plan was going to be updated and  
4 amended?

5 A Well the first premise was that again, via the  
6 statute we thought that it was required that we needed to do  
7 that.

8 And the intent as to how we were going to do that was  
9 basically to absorb the goals and objective of the 2004 plan  
10 and do an amendment, an update and amendment to the plan  
11 itself so that it reflected current conditions that were in  
12 the area.

13 THE COURT: So, Mr. Sheehan, when you say that  
14 the Norwalk RDA amended the plan to extend it, where  
15 was that amendment reflected?

16 I mean, you know, was it an amendment to the  
17 language of the plan?

18 THE WITNESS: Ultimately the amendment is  
19 reflected in the newly approved plan. That's the  
20 amendment. This was just the extension of the  
21 existing plan.

22 THE COURT: I see. So if you are a citizen and  
23 you are reading the plan, you don't see it in the  
24 plan?

25 THE WITNESS: No. if you are a citizen reading  
26 the plan at this point in time, there is no  
27 difference between --

1 THE COURT: It still says 20 years.

2 THE WITNESS: It still says 20 years.

3 THE COURT: Okay. So where is the exact  
4 language of the amendment?

5 ATTY. WILLIAMS: We are actually going to come  
6 to that and I am --

7 THE COURT: Okay.

8 ATTY. WILLIAMS: -- going got put that in  
9 evidence, Your Honor.

10 THE COURT: All right. Thank you.

11 THE WITNESS: And to clarify what I am saying is  
12 with this extension, the 18 month extension, it's the  
13 extension of the 2004 plan verbatim and that has the  
14 20 years in it.

15 THE COURT: Yes. It's just not consistent,  
16 right? You know, it didn't need to be extended --

17 THE WITNESS: Right, that's the point.

18 THE COURT: -- is the argument.

19 THE WITNESS: That's the point.

20 THE COURT: Yes, okay. All right. But let's  
21 get to the language.

22 BY ATTY. WILLIAMS:

23 Q Okay. So let's do that and turn now to the 2019  
24 update and amendment, Mr. Sheehan.

25 THE COURT: You obviously didn't have Attorney  
26 Goldberg advising you at that time, so anyway, go  
27 ahead, did you?

1 Q You have told us now why the Agency stated when it  
2 extended the original plan that it intended to update and  
3 amend that plan. And did the agency then go ahead and do  
4 that?

5 A Yes.

6 Q When it did that, did the Agency decide to adopt a  
7 new plan to replace the 2004 plan?

8 A It -- repeat your question.

9 Q Did it intend to adopt an entirely new plan?

10 A No.

11 Q Why not?

12 A Well because what -- our understanding of what the  
13 statute was requiring was that the plan needed to be re-  
14 certified by the Common Counsel every ten years.

15 So we needed to go through a process every ten years  
16 and going through that process we made a determination that  
17 we should reflect what the current conditions are after a  
18 period of time.

19 We had gone from two thousand and -- a plan that was  
20 approved in 2004 for Wall Street and a plan that as approved  
21 a few years after that for West Avenue and in that period of  
22 time there had been a significant development that had  
23 occurred in the area and we wanted to reflect that.

24 And there were new opportunities in terms of  
25 development sites that had come to light subsequently that  
26 weren't considered in the previous Wall Street redevelopment  
27 plan and/or the West Avenue redevelopment plan.



1 Q Okay. And approximately when did the Agency begin  
2 the process of preparing an update to the plan?

3 A It -- we started that process in two thousand and --  
4 I think it was 2016 or '17. I can't remember which.

5 Q Showing you what has been marked as Plaintiff's  
6 Exhibit 52 for identification, Mr. Sheehan, can you identify  
7 it, please?

8 A It's a memo from Ms. Strauss to the commissioners of  
9 the Norwalk Redevelopment Agency dated January 9th, 2018  
10 regarding the Wall Street/West Avenue redevelopment plan  
11 update.

12 ATTY. WILLIAMS: I'll offer it.

13 ATTY. RUBIN: No objection.

14 THE COURT: Okay. Exhibit 52 comes in as full.

15 Thank you.

16 BY ATTY. WILLIAMS:

17 Q What generally is staff, Ms. Strauss, advising the  
18 Redevelopment Agency commissioners in this memo, Exhibit 52?

19 A She is indicating that the consultant, the Regional  
20 Plan Association that was charged with developing the plan,  
21 will present a progress report to the Agency on the update  
22 to the Wall Street/West Avenue redevelopment plan.

23 She indicated that the purpose of the meeting was to  
24 discuss and gain feedback from the Agency on the draft plan  
25 vision and draft plan polices that had been developed thus  
26 far through the planning process.

27 She indicates that at the meeting RPA will provide a

1 brief overview of the demographics and the socio-economic  
2 data, analysis, and the land use zoning and infrastructure  
3 and mobility connectivity analysis that were undertaken as  
4 part of the planning process.

5 Primary focus of the presentation will to be review  
6 the qualitative data gathered through an extensive community  
7 engagement process and to discuss a vision for the  
8 neighborhood and draft plan policies.

9 Q Okay. That is good.

10 A She provides a schedule going forward.

11 Q That is what I was going to ask you next. What --  
12 sorry to interrupt you, but what is the schedule tell the  
13 Agency commissions was the -- as of this point in time,  
14 January 9th, 2018, was the expected end point for the  
15 approval of the updated plan?

16 A She anticipated a final approval of the plan by April  
17 10th, 2018.

18 Q And what was being asked of the Agency for it to do  
19 in the final section of the memo?

20 A Approve advancing the draft Wall Street/West Avenue  
21 redevelopment plan to public comment for the period of  
22 January 22nd, 2018 through March 13th, 2018 and approve  
23 public hearing to be held at the Redevelopment Agency on  
24 March 13, 2018.

25 Q Okay. And did those things happen?

26 A To my knowledge, yes.

27 Q Were they --

1       A     The Agency approval -- the schedule had lapses that  
2 extended out the schedule.

3       Q     Okay. Can you identify the document that has been  
4 marked as Plaintiff's Exhibit 53 for identification?

5       A     These are minutes of the City of Norwalk Planning  
6 Commission dated December 11th, 2018.

7             ATTY. WILLIAMS: I'll offer it.

8             THE COURT: What's the date again?

9             THE WITNESS: December 11th, 2018.

10            THE COURT: Thank you.

11            ATTY. RUBIN: No objection.

12            THE COURT: All right. Exhibit 53 comes in as  
13 full. Thank you.

14 BY ATTY. WILLIAMS:

15       Q     The second page of the document, Mr. Sheehan, is  
16 numbered page 4 at the bottom, do you see that?

17       A     Yes.

18       Q     And there's a heading in the middle of the page, E,  
19 West Avenue/Wall Street redevelopment plan determination of  
20 consistency with the plan of conversation and development.

21             And it provides a summary of a presentation by Tami  
22 Strauss, right?

23       A     That's correct.

24       Q     So why was Ms. Strauss on your staff making a  
25 presentation to the Planning Commission, which is separate  
26 from the planning committee of the Common Counsel, right?

27       A     That's correct.

1 Q So what -- just for a refresher, what's --

2 A As part of the statutory process the Planning  
3 Commission needs to make a determination of consistently  
4 with the municipal plan of conservation and development.

5 Q And if you look near the bottom of that page, there  
6 is a motion and then over on the top of the next page there  
7 are more motions. It looks like one refers to the 2008 plan  
8 and one refers to the draft 2019 citywide plan?

9 A That's correct.

10 Q Do you know why the Planning Commission made two  
11 separate resolutions like that?

12 A Because the draft 2019 city plan, citywide plan, has  
13 yet to be approved. It's in its final form, but it has yet  
14 to go through the full approval process.

15 Q Okay. So with respect to the draft plan and the  
16 existing 2008 plan of conservation and development, what was  
17 the Planning Commission deciding here?

18 A They were determining whether the plan as presented  
19 for the two areas that were represented in the introduction  
20 were consistent with the plan of conservation and  
21 development.

22 Q Okay. So was it still --

23 A Both the existing and the draft plan.

24 Q So they were reviewing the draft Wall Street/West  
25 Avenue redevelopment plan?

26 A That's correct.

27 THE COURT: So, Mr. Sheehan, they were looking

1 at a unified proposed plan? In other words there had  
2 been a Wall Street plan and there had been a West  
3 Avenue corridor plan.

4 THE WITNESS: That's correct.

5 THE COURT: But now the proposal was to unify  
6 them?

7 THE WITNESS: That's correct.

8 THE COURT: Okay.

9 BY ATTY. WILLIAMS:

10 Q Moving right along, can you identify what we have  
11 marked as Plaintiff's Exhibit 54?

12 A This is a memo from Ms. Strauss to the Norwalk  
13 Redevelopment Agency commissioners regarding the Wall  
14 Street/West Avenue redevelopment plan dated January 22,  
15 2019.

16 ATTY. WILLIAMS: I'll offer it.

17 ATTY. RUBIN: No objection.

18 THE COURT: All right. Fifty four comes in as  
19 full.

20 Q What's the purpose of this memo by Ms. Strauss to the  
21 Agency commissioners, Mr. Sheehan?

22 A She is advising them that there will be a public  
23 hearing at the meeting on January 8<sup>th</sup>, 2019 regarding the  
24 proposed plan.

25 She provides a timeline going forward. She provides  
26 some level of overview as to what has happened with an  
27 overview of the objections of the plan, et cetera, et

1 cetera.

2 Q All right. And we don't need to go through it in  
3 detail, but this memo is somewhat longer than the others.  
4 Does it provide sort of a summary section by section of the  
5 draft plan that is making its way through the process?

6 A Yes.

7 Q And this is in -- you said in advance of a public  
8 hearing that was to be held by the Agency a few days later  
9 on January 8th, 2019?

10 A Yes. This memo is written on January 2<sup>nd</sup> regarding  
11 what was to occur at the Redevelopment Agency meeting on  
12 January 8th, 2019.

13 Q And did the public meeting -- the public hearing  
14 happen in January before the Agency?

15 A The pubic hearing did happen, yes.

16 Q Okay. So now I have shown you what has been marked  
17 as Plaintiff's Exhibit 55. Can you identify it?

18 A Again, it's a memo from Ms. Strauss to the Norwalk  
19 Redevelopment Agency commissioners dated March 6, 2019 Wall  
20 Street/West Avenue redevelopment plan.

21 ATTY. WILLIAMS: I'll offer it.

22 ATTY. RUBIN: No objection.

23 THE COURT: Okay. Fifty four -- I am sorry --  
24 we are up to 55?

25 ATTY. WILLIAMS: Yes.

26 Q Now what is happening at this point in the process and  
27 what is the purpose of this memo, Mr. Sheehan?

1       A    Ms. Strauss provides an overview that in the spring  
2 of 2017 the Redevelopment Agency began the process of  
3 restating the redevelopment plans for the Wall Street and  
4 West Avenue areas.

5           The plans, she indicated, were last updated in 2004  
6 and 2006 respectively. She talks about the public  
7 engagement. She goes through a public comment timeline,  
8 preliminary approval schedule, plan revisions, an updated  
9 analysis on deteriorating and deteriorating conditions and  
10 seeks action to approve the Wall Street/West Avenue  
11 redevelopment plan.

12           THE COURT: Let me just stop you for a minute.

13           The last document that we were looking at, which was  
14 the 54 -- Exhibit 54 was the memo -- the kind of  
15 lengthy memo --

16           THE WITNESS: Yes.

17           THE COURT: -- from Ms. Strauss to the --

18           THE WITNESS: January 22nd.

19           THE COURT: -- RDA commissioners, right?

20           THE WITNESS: Yes.

21           THE COURT: This was just a report, right? The  
22 Agency didn't take any action at that meeting?

23           THE WITNESS: The one on January 22<sup>nd</sup>, 2019?

24           THE COURT: Right.

25           THE WITNESS: They did not.

26           THE COURT: Okay, okay. And did they take an  
27 action as -- well so now this memo, March 6th, No.

1           55, is this in connection with a meeting that is  
2 going to be held on March 6th or March 7th?

3           Well, no. That's a --

4           THE WITNESS: The memo is usually written in  
5 advance of the meeting. I don't know off the top of  
6 my head, Your Honor --

7           THE COURT: Okay.

8           THE WITNESS: -- when the exact meeting is, but  
9 I am assuming Mr. Williams has got that.

10          ATTY. WILLIAMS: Yep, it's March 13th. We are  
11 going do those minutes. And on the second page of  
12 the memo you are asking about, Your Honor --

13          THE COURT: Right.

14          ATTY. WILLIAMS: -- it provides a preliminary  
15 approval schedule, March 12<sup>th</sup> Common Counsel, March  
16 13<sup>th</sup>, Agency approval.

17          THE COURT: Okay. Thank you.

18 BY ATTY. WILLIAMS:

19          Q Was the January memo sort of a precursory to the  
20 public hearing to update the Agency commissioners, is that  
21 what was going on there, Mr. Sheehan?

22                I think you told us the public hearing happened a few  
23 days after that memo.

24          A I think she was -- yeah. She was advising the  
25 commissioners that the public hearing was going to occur on  
26 January -- at the meeting on January 8<sup>th</sup>, 2019.

27          ATTY. WILLIAMS: Okay.



1 THE COURT: Okay. Thank you.

2 Q Showing you what has been marked as Plaintiff's  
3 Exhibit 56, can you identify it?

4 A These are minutes of the Common Counsel meeting from  
5 the City of Norwalk from March 12th, 2019

6 ATTY. WILLIAMS: I'll offer it.

7 ATTY. RUBIN: No objection.

8 THE COURT: Okay. Exhibit 56 comes in as full.

9 BY ATTY. WILLIAMS:

10 Q The second page of the document, Mr. Sheehan, do you  
11 see the heading approve the Wall Street/West Avenue  
12 redevelopment plan?

13 A I do.

14 Q And once again, Mr. Kydes, the chair of the Planning  
15 Committee, moved to approve the item, is that correct?

16 A That's correct.

17 Q Yeah. And on the next page there is some discussion  
18 and a preliminary motion, which it says failed, a couple  
19 more pages of discussion, and then on the final page of the  
20 document, the very last page of the document, what action  
21 did the Common Counsel take on the motion to approve the  
22 Wall Street/West Avenue plan?

23 A The passed with 13 in favor and 1 opposed.

24 Q Last one on the minutes for now. Can you identify  
25 Plaintiff's Exhibit 57?

26 A These are the minutes of the Norwalk Redevelopment  
27 Agency special meeting that took place on March 13<sup>th</sup>, 2019.

1           ATTY. WILLIAMS: I'll offer it.

2           ATTY. RUBIN: No objection.

3           THE COURT: All right. Fifty seven comes in as  
4 full.

5           Q    On the second page of this document begins the  
6 discussion of the Wall Street/West Avenue redevelopment  
7 plan, Mr. Sheehan?

8           A    Yes.

9           Q    And you were present for this meeting as well?

10          A    Yes.

11          Q    Multiple pages of discussion and fairly thorough  
12 questioning from your commissioners it looks like?

13          A    Yes.

14          Q    And then on the final page of the document what  
15 action did the Agency commissioners take?

16          A    Mr. Westmoreland -- or I am sorry -- Mr. Spears moved  
17 to approve the Wall Street/West Avenue redevelopment plan.  
18 Mr. Westmoreland seconded and the motion passed unanimously.

19          Q    All right. After this March 13<sup>th</sup>, 2019 approval of  
20 the plan by the Redevelopment Agency, are any other official  
21 public actions required to adopt that plan?

22          A    Yes. It needed to be posted in the local  
23 publication.

24          Q    And did that happen?

25          A    Yes.

26          Q    But does anyone else need to vote on it?

27          A    No.

1 Q So that is the last action?

2 A That's correct.

3 THE COURT: Let me just ask a question or two.  
4 All right. So as of March 13, 2018 the 2019 plan was  
5 approved, right?

6 THE WITNESS: That's correct.

7 THE COURT: Okay. Now you got an 18 month  
8 extension as of December 2016, right? Right. So 18  
9 months added to December 2016 puts you into July of  
10 2018 I think?

11 THE WITNESS: There is a gap.

12 THE COURT: Okay. So what happened there?

13 THE WITNESS: Well at the end of the day, we  
14 felt that we were advancing forward with the plan.  
15 We thought the plan was going to be approved earlier  
16 than it actually was by a significant period of time.

17 But there is clearly a gap.

18 THE COURT: Okay. So let's see. All right. So  
19 if it's -- that would have been in June 2018, right?  
20 If it's December 2016 --

21 ATTY. WILLIAMS: June 13th.

22 THE COURT: June 13<sup>th</sup>.

23 THE WITNESS: I think that's right.

24 THE COURT: Let me also ask you, when this 57,  
25 the -- an earlier memo from Ms. Strauss said that a  
26 finding of blight was required, but this memo on page  
27 9 of 15 at the bottom, she is talking about

1           deteriorated and deteriorating and I don't see the  
2           word blight per se.

3           Did they -- did you interpret that to be the  
4           same?

5           THE WITNESS: That's part of the conditions  
6           relative to the statute in terms of undertaking the  
7           blight finding.

8           THE COURT: Okay. That's how you get --

9           THE WITNESS: It's referencing deteriorated --

10          THE COURT: -- to the finding?

11          THE WITNESS: -- and deteriorating conditions.

12          THE COURT: That's how you get to the blight?

13          THE WITNESS: That's correct.

14          THE COURT: I see. Okay. And the Agency did  
15          find the requisite conditions?

16          THE WITNESS: Yes.

17          THE COURT: Okay.

18 BY ATTY. WILLIAMS:

19          Q    Showing you what has been marked for identification  
20          as Plaintiff's Exhibit 58, can you identify it, Mr. Sheehan?

21          A    It is the Wall Street/West Avenue Neighborhood plan  
22          dated February 2019.

23          Q    Is this the final version adopted by the Agency at  
24          it's March 13<sup>th</sup>, 2019 meeting?

25          A    Yes.

26          Q    And does it bear indication of having been recorded  
27          on the Norwalk Land Records at the bottom left?

1 A It does. It was recorded on 3/14/2019.

2 ATTY. WILLIAMS: I'll offer it.

3 ATTY. RUBIN: No objection.

4 THE COURT: Okay. That may come in as Exhibit  
5 58. Thank you.

6 ATTY. WILLIAMS: And as with the others, Your  
7 Honor, this is a two sided so it is not as bulky.

8 THE COURT: Okay. Thanks.

9 BY ATTY. WILLIAMS:

10 Q When you open the plan, Exhibit 58, Mr. Sheehan, you  
11 have the page numbering at the bottom, do you see that?

12 A I do.

13 Q If you turn to the executive summary, it begins on  
14 page four and it carries over onto page 5, right?

15 A Yes.

16 Q So I just want to ask about one specific location  
17 here. Again, focusing on the Agency's intent as to what  
18 action it was taking, on page 5 in the left column, second  
19 paragraph begins with the word building, do you see that?

20 A I do.

21 Q On page 5 in the left column, second paragraph, could  
22 you just read aloud the first sentence of that paragraph,  
23 please?

24 A Building on the momentum of private developments  
25 along with the renewal of community engagement throughout  
26 the neighborhood among its residents, artists, business  
27 community and anchor institutions, this plan is an update

1 and expansion of the existing Wall Street and West Avenue  
2 corridor redevelopment area plans.

3 Q And what was intended by the language, this plan is  
4 an update and expansion of the existing plan?

5 ATTY. RUBIN: Objection, Your Honor. The  
6 language says what it says. It's a formal document.  
7 There's no claim that it is ambiguous or needs parol  
8 evidence for understanding some sort of ambiguity.

9 It says what it says. And it's intention is to  
10 be derived from the language of the document, not  
11 from testimony as to what was intended by words of  
12 the document.

13 ATTY. WILLIAMS: It's not a contract, Your  
14 Honor. It's not a parol evidence rule situation.  
15 That rule doesn't apply to this.

16 I am asking him what intent the Agency had when  
17 it adopted this plan.

18 THE COURT: Well I am going to sustain the  
19 objection under the best evidence rule, but --- and I  
20 agree, I mean it is not parol evidence.

21 However, I think because Mr. Sheehan is the  
22 executive director of the Redevelopment Agency, he  
23 can testify independent of what this says as to what  
24 the intention was.

25 Okay. In other words, you don't need him to  
26 explain what this says, but he I think can testify as  
27 to what the intention of the action is.

1           ATTY. WILLIAMS: Okay.

2 BY ATTY. WILLIAMS:

3           Q    What was the intention of the Agency in adopting this  
4 plan with respect to the prior 2004 redevelopment plan?

5           ATTY. RUBIN: I would object on the grounds that  
6 that calls for -- they didn't disclose him as an  
7 expert as to anything and that is his -- his  
8 intention is an expert opinion as to how he  
9 interprets it, what he thinks it means.

10          THE COURT: Overruled. No. I am asking him  
11 what his understanding was of the purpose of the  
12 amendment.

13          THE WITNESS: The purpose ultimately was to  
14 update the plans, the existing plans for the area,  
15 and to incorporate what new activity had occurred  
16 since the plans had been formulated at the outset, to  
17 immerse into the new document the existing goals and  
18 objectives of the previous plans.

19          THE COURT: Well but it looks here like a lot of  
20 things happened with the new plan, right? I mean the  
21 boundaries were expanded --

22          THE WITNESS: Uh-huh.

23          THE COURT: -- for example, and of course you  
24 combine two into one?

25          THE WITNESS: Yeah, that's correct.

26          THE COURT: Okay. Well I will let you guys do  
27 your job and I'll ask some questions later.

1 BY ATTY. WILLIAMS:

2 Q And why did the plan consolidate two plans into one?

3 A Well the two areas are adjacent to each other. They  
4 are practically the same neighborhood.

5 Q And over onto page 7 of the plan, that's the page  
6 that is labeled introduction at the top.

7 A Uh-huh.

8 Q In the right column under the heading planning  
9 process, do you see that?

10 A I do.

11 Q And in fact, the plan states again there, in the  
12 Spring 2017 the Norwalk Redevelopment Agency in consultation  
13 with Regional Plan Association (RPA) launched a planning  
14 process to update its Wall Street and West Avenue  
15 redevelopment area plans.

16 And from your personal experience with the matter, is  
17 that an accurate statement?

18 A Yes.

19 Q I am just going to ask you to flip to one other  
20 location. If you flip past the numbered pages, which end  
21 with 59, you then get to list of figures and tables and then  
22 we get to an appendix if everybody has that.

23 THE COURT: Okay.

24 Q Do you see Appendix A-1, Mr. Sheehan?

25 ATTY. RUBIN: What page?

26 THE WITNESS: I do.

27 ATTY. WILLIAMS: It's after the numbered page 59



1           -- actually it's after 61.

2 By ATTY. WILLIAMS:

3           Q    Okay.  And then if you flip past A, A-1, A-2, and  
4 then you get to Appendix B, which is labelled page B-1, do  
5 you see that?

6           A    Yes.

7           Q    What does this appendix do?  Why is it here?

8           A    It is basically indicating what the stake holder  
9 outreach was and who was involved in that outreach and what  
10 ultimately they provided with regard to visioning with  
11 regards to the plan.

12          Q    Is this a document that was provided to people during  
13 the development of the plan?

14          A    It was incorporated as part of the draft plan.

15          Q    I just note several places under the executive  
16 summary it calls it a plan update and in figure one the  
17 heading calls it that as well, right?

18          A    Yes.

19          Q    Okay.  Now, are you aware that as the defendant cited  
20 in their motion to dismiss the City's website states that  
21 the Wall Street/West Avenue neighborhood plan quote/unquote  
22 consolidates, updates, and replaces the 2004 plan?

23          A    Yes.

24          Q    What does that language consolidates, updates, and  
25 replaces meant to convey?

26          A    That the new plan is a consolidation of the  
27 objectives of the previous plan.  The -- it -- there is an

1 update component associated with the new plan. And the  
2 issue with replaces is actually from our standpoint a  
3 directional point to someone who is looking to review the  
4 plan that they should be reviewing the most recent approved  
5 plan.

6 Q You mean to tell them what document to look at?

7 A That's correct.

8 Q Okay. And I know there are three words there used  
9 all together in a context, but just to ask about one of them  
10 in particular, is the term replaces used in the 2019 update  
11 with reference to the 2004 plan?

12 A In terms of were we looking to replace the 2004? No.  
13 We were looking to update and incorporate the goals and  
14 objectives of the 2004 plan in the new plan.

15 Q And did the Common Counsel or the Redevelopment  
16 Agency use the term replaces in their resolutions approving  
17 the 2019 update?

18 A Not to my knowledge.

19 Q Now let me move you over to a slightly different  
20 subject about parcel 2-A that is the subject of this case as  
21 defined in our LDA, right?

22 A Yes.

23 Q When it adopted this 2019 plan update, did the Agency  
24 intend to change the 2004 plan with respect to parcel 2-A?

25 A 2-A was assumed into I believe Opportunity Site 3.  
26 Opportunity Site 3 is a little bit larger than parcel 2-A,  
27 but there was no intention to impact the development that is

1 incorporated into the LDA with reference to parcel 2-A.

2 Q And what -- we are going to come to the Opportunity  
3 sites. Let me just ask you one other thing in between  
4 there. If you could turn back to page 12 of the plan?

5 A Uh-huh.

6 Q And on page 12 at the top there is a table 3, recent  
7 developments and pipeline projects?

8 A Yes.

9 Q A few lines down that table does the plan expressly  
10 acknowledge the Wall Street place phase one project?

11 A It does.

12 THE COURT: Help me out here, I see Wall Street  
13 Place, Wall and Isaac Streets, is that what you are  
14 talking about?

15 THE WITNESS: That's what he is talking about.

16 THE COURT: Okay.

17 THE WITNESS: And that's phase one.

18 BY ATTY. WILLIAMS:

19 Q How do we know that?

20 A Excuse me?

21 Q How do we know it's phase one?

22 A They --

23 Q I asked you that too and it doesn't say phase one but  
24 how do you know that?

25 A By the number of units that are contemplated.

26 THE COURT: Okay. And these 101 units of  
27 housing, 16,800 square feet of commercial, that's

1           what is provided under the 2004 plan for that site?

2           THE WITNESS: Yes.

3           THE COURT: And is this the building with the --  
4           or whatever it is around it?

5           THE WITNESS: Tyvek.

6           MR. MILIGAN: Tyvek.

7           ATTY. WILLIAMS: Yes.

8           THE COURT: Tyvek. Okay.

9 BY ATTY. WILLIAMS:

10          Q All right. And then could you turn to page 24? Page  
11          24 was actually part of the list of opportunity sites for  
12          development that begins on page 23, right?

13          A Yes.

14          Q And what does the plan mean by opportunity sites for  
15          development -- for redevelopment, excuse me?

16          A These are sites that are identified as existing  
17          opportunity sites for development within the planned area.  
18          It's highlighting for both the community and the private  
19          development market that these are areas that the City and  
20          the Redevelopment Agency are interesting in seeing  
21          redeveloped and what type of redevelopment in terms of uses  
22          that would be contemplated and acceptable to the City with  
23          regard to those sites.

24          Q All right. So back over to page 24, Opportunity Site  
25          No. 3, what does the 2019 update say about Parcel 2-A?

26          A It says that the block as a whole provides an  
27          important opportunity to rationalize the -- dispirit

1 character of existing buildings on these sites and realized  
2 additional development potential as part of a cohesive  
3 redevelopment strategy.

4 This block includes 5.2 acres of developable  
5 property. The developable property currently includes three  
6 zoning designations, CBD-A, CBD-B, and CBD-C.

7 Based on the existing zoning the developable area  
8 represents a total of 628,783 square feet of development  
9 potential.

10 Q All right me -- I am sorry. Let me stop you right  
11 there.

12 A Yes.

13 Q Is that site, that opportunity site as described,  
14 larger than parcel 2-A as defined our LDA?

15 A Yes.

16 Q And why is that?

17 A It was incorporating the larger area because there  
18 was additional opportunity that was identified.

19 Q And --

20 A But the intended uses are the same.

21 Q Okay.

22 A It's looking for greater density, mixed use  
23 development, et cetera.

24 Q Thank you. And that leads to my next question, which  
25 is in the last paragraph there on page 24, does this 2019  
26 state the Agency's continuing goals for parcel 2-A?

27 A I am sorry. Exactly where are you?

1 Q The last paragraph under Site No. 3 on page 24 on the  
2 bottom right paragraph it says, mixed use nature?

3 A Yes.

4 Q And can you just highlight for the Court what the  
5 goals are that were stated in this update for the parcel 2-  
6 A, the larger parcel that incorporated parcel 2-A?

7 ATTY. RUBIN: Objection, Your Honor. There's --  
8 it doesn't just -- it doesn't say that. It doesn't  
9 refer to parcel 2-A. They are assuming facts not in  
10 evidence.

11 He is asking questions that assume facts that  
12 are just not in evidence because they are not on the  
13 page.

14 ATTY. WILLIAMS: He just put it in evidence and  
15 told us that this site includes the parcel 2-A area.  
16 It has already been confirmed.

17 And I asked him what goals are provided for that  
18 area that incorporated parcel 2-A, which is what he  
19 testified to.

20 THE COURT: Well that's a better -- more  
21 accurate phrase I guess. As Mr. Rubin correctly  
22 said, they are not exactly congruent. You know, this  
23 -- this -- what is it, opportunity --

24 ATTY. WILLIAMS: Opportunity --

25 THE COURT: What is it called?

26 ATTY. WILLIAMS: Opportunity site.

27 THE COURT: Opportunity Site 3 is not congruent

1 to site 2-A, right?

2 ATTY. WILLIAMS: Okay. I'll re-ask it.

3 THE COURT: Go ahead.

4 BY ATTY. WILLIAMS:

5 Q Mr. Sheehan, does Opportunity Site No. 3 as described  
6 in the 2019 update include the property that is parcel 2-A  
7 under the LDA in this case?

8 A It does.

9 Q And what goals does the Agency state it has for  
10 Opportunity Site No. 3, which includes parcel 2-A?

11 A Again, it's looking for -- it's looking for increased  
12 density, it's looking for residential mixed used type of  
13 developments, very similar to what the plan objectives were  
14 with regard to the 2004 plan.

15 ATTY. WILLIAMS: Uh-huh, okay.

16 THE COURT: Does this document contemplate New  
17 Street, you know, the connection between, what, Isaac  
18 and Wall Street?

19 THE WITNESS: It does not prescribe that level  
20 of detail.

21 THE COURT: Okay. In other words -- okay. It  
22 may or may not provide --

23 THE WITNESS: That's correct.

24 THE COURT: -- allow it?

25 THE WITNESS: Yeah.

26 THE COURT: But it doesn't demand it.

27 THE WITNESS: It doesn't preclude it, right.

1 THE COURT: Yes.

2 BY ATTY. WILLIAMS:

3 Q And does the last paragraph on page 24 at the bottom  
4 right, does that state the goals that you just described  
5 with regard to mixed use and a variety of residential,  
6 commercial, restaurant, light manufacturing, boutique  
7 manufacturing, office and live work space?

8 A I believe it does, yes.

9 Q And the remaining paragraph --

10 THE COURT: Excuse me.

11 Q -- provides --

12 THE COURT: Was light manufacturing completed in  
13 the prior 2-A?

14 THE WITNESS: Light manufacturing, just so that  
15 we have an understanding of --

16 THE COURT: Okay.

17 THE WITNESS: -- what that is, there's a degree  
18 of manufacturing now that can be introduced into the  
19 mixed use environment that is not heavy industrial  
20 manufacturing and it actually adds a sense of  
21 interest.

22 When the 2004 plan was written, that was not  
23 contemplated and it was not being contemplated  
24 relative to zoning as well.

25 THE COURT: Okay.

26 THE WITNESS: So it's an evolution of what is  
27 acceptable in mixed use environment now.



1 THE COURT: Yes. Well that's what I was asking  
2 because --

3 THE WITNESS: Right.

4 THE COURT: -- I don't remember it from --

5 THE WITNESS: Right.

6 THE COURT: -- the 2004 plan.

7 THE WITNESS: Correct.

8 THE COURT: Okay.

9 BY ATTY. WILLIAMS:

10 Q And once again, with regard to the parcel 2-A  
11 properties within Opportunity Site 3 --

12 A I am sorry. Can you start from the beginning again?  
13 I got distracted.

14 Q Sure. Referring and keeping our focus on the parcel  
15 2-A properties that are included with this Opportunity Site  
16 3, does the 2019 plan rescind the 2004 plans goals for the  
17 parcel 2-A properties?

18 ATTY. RUBIN: Objection. There is no parcel 2-  
19 A. It's a new plan. It's got a new site. There is  
20 -- he is referring to parcel 2-A properties. There  
21 is no parcel 2-A anymore.

22 THE COURT: Overruled. I understand what he  
23 means. That is not confusing.

24 Q Do you have the question in mind?

25 A Can you just repeat the question again, please?

26 Q Does the 2019 plan rescind the goals of the 2004  
27 plan?

1 A No. I understand what you are asking me.

2 Q And do you believe that the Agency's goals and  
3 objectives for the parcel 2-A properties as stated in the  
4 2019 update are consistent with the 2004 plan?

5 A Yes.

6 Q Why?

7 A Because it's looking for the same types of uses in  
8 the area. It's not deviating from the type of use that we  
9 are looking for there.

10 Q Were the obligations of the parcel 2-A redeveloper as  
11 set forth in the LDA changed in any way by the 2019 plan  
12 update?

13 A No.

14 Q And at the time it adopted the 2019 update, did the  
15 Agency intend for those LDA obligations to continue as to  
16 parcel 2-A?

17 A Yes.

18 Q In adopting the 2019 update did the Agency intend to  
19 modify the LDA in any way?

20 A No.

21 Q Has the Agency assented to any modification of the  
22 LDA as to parcel 2-A

23 A Related to the approval of this plan?

24 Q In general, has it formally executed any amendment to  
25 the LDA --

26 A Ever?

27 Q -- besides what we already have in evidence?

1 A Oh.

2 THE COURT: In connection with the 2019 process.

3 THE WITNESS: Right.

4 ATTY. WILLIAMS: Yes. In connection with the  
5 2019 --

6 THE WITNESS: No.

7 THE COURT: Did the Agency think about the  
8 effect of the 2019 plan on the LDA?

9 THE WITNESS: It did.

10 THE COURT: And how did that happen?

11 THE WITNESS: It -- well we understood that we  
12 had the LDA and there were requirements for  
13 development. So we understood that the 2019 plan had  
14 to be consistent with what the LDA provided for.

15 THE COURT: Was there any memo or any resolution  
16 or any minutes that reflect the Agency's  
17 consideration of LDA issues in connection with the  
18 2019 plan?

19 THE WITNESS: I cannot recall that off the top  
20 of my head.

21 THE COURT: Okay. Mr. Williams, if -- are you --  
22 -- this would be a good time for the morning break if  
23 you are through with --

24 ATTY. WILLIAMS: Sure.

25 THE COURT: -- talking about this document.

26 ATTY. WILLIAMS: Yes, thank you.

27 THE COURT: Okay. Let's do it. Let's take a 15

1 minute break. We'll be back at five of 12:00.

2 ATTY. WILLIAMS: Thank you, Your Honor.

3 (Court Recess)

4 (Court Resumes)

5 THE COURT: Please be seated. Mr. Sheehan, come  
6 on back up here, sir?

7 THE WITNESS: Okay. Would you mind if I just  
8 refilled my water?

9 THE COURT: Sure, go ahead.

10 (Pause)

11 THE COURT: Mr. Sheehan, before we move off of  
12 or much further past Exhibit 58, do you still have  
13 that before you, sir?

14 THE WITNESS: I should.

15 THE COURT: That is the new plan.

16 THE WITNESS: Yes.

17 THE COURT: I would like you to look at page six  
18 --

19 THE WITNESS: Page six.

20 THE COURT: -- which is a map of the boundaries  
21 and so on.

22 THE WITNESS: Yes.

23 THE COURT: Now, I just want to make sure I  
24 understand it. It says, the northern part of the  
25 map, it has an area identified as the Wall Street  
26 redevelopment area, do you see that?

27 THE WITNESS: The northern part of the map?

1 THE COURT: Has -- has a Wall Street and then it  
2 has a West Avenue.

3 THE WITNESS: Yes.

4 THE COURT: But the Wall Street up top there.

5 THE WITNESS: Yes.

6 THE COURT: Now is that -- is that the same as  
7 the 2004 Wall Street redevelopment area?

8 THE WITNESS: Yes.

9 THE COURT: Okay. And then so the dotted lines  
10 --

11 THE WITNESS: Is the complete --

12 THE COURT: -- which show the --

13 THE WITNESS: -- the complete redevelopment  
14 area.

15 THE COURT: Okay. So the 2004 Wall Street  
16 redevelopment area went up to Cross Street and then  
17 down along Main Street and -- okay. So --

18 THE WITNESS: And just so that you have a full  
19 understanding of what it expanded into, much of the  
20 area in the south is parkland. And the area to the  
21 --

22 THE COURT: Parkland?

23 THE WITNESS: Yes. See where it says Matthews  
24 Park? It is kind of faint there.

25 THE COURT: Show me. Oh, I see.

26 THE WITNESS: And that goes all the way back to  
27 the train tracks and then it picks up additional

1 parkland that is on the other side of the train  
2 tracks. And to the west it was picking up -- there  
3 has long been a desire to deal with a greater  
4 presence in the urban corridor of Norwalk Hospital.

5 The hospital sits up on a hill --

6 THE COURT: Right.

7 THE WITNESS: -- and they wanted to have more  
8 integration of the hospital into the urban  
9 environment. And the hospital actually owns a site  
10 that is on the corner of West Avenue and the entry  
11 way going back up towards the hospital.

12 And they have a plan for development there.

13 THE COURT: Well let me ask you, if you look  
14 again into the Wall Street area, it appears that --  
15 the dotted line actually appears to exclude what had  
16 previously been in there to the east of the railroad  
17 tracks.

18 THE WITNESS: To the east of the railroad  
19 tracks?

20 THE COURT: See there is -- there is sort of a  
21 peninsula of dotted lines that goes up kind of  
22 parallel to the railroad track?

23 THE WITNESS: Down here?

24 THE COURT: Right.

25 THE WITNESS: It is actually picking that up.

26 THE COURT: Oh, okay.

27 THE WITNESS: It went further south to pick up

1           that land area.

2           THE COURT:   So I guess I don't see where the  
3           eastern boundary had been on the Wall Street -- oh,  
4           it went over to East Wall Street?

5           THE WITNESS:   It incorporated Smith Street.

6           THE COURT:   Okay.

7           THE WITNESS:   And you can see that it is picking  
8           up the streets that are coming off of Wall Street,  
9           Knight Street, High Street, and the east side of Main  
10          Street.

11          THE COURT:   Yes.   All right.   Now --

12          THE WITNESS:   And then it's doing --

13          THE COURT:   Okay.   Go ahead.

14          THE WITNESS:   -- parcels off of Cross Street.

15          THE COURT:   Now if you look at Chapel Street,  
16          there is this kind of odd jog into the Wall Street  
17          area in favor of the West Avenue area and there's a  
18          -- almost like an out parcel or maybe a building that  
19          goes up to Leonard Street, do you see that?

20          THE WITNESS:   I do.

21          THE COURT:   What is going on there?

22          THE WITNESS:   I don't know specifically what  
23          that is because Chapel Street was originally in the  
24          West Avenue plan area.

25          THE COURT:   It looks like it still is, was --  
26          okay, yes.

27          THE WITNESS:   And -- do we have the previous

1 plan?

2 THE COURT: Yes, that's 1.

3 THE WITNESS: Let's take a look.

4 (Pause)

5 THE WITNESS: So the original plan came down as  
6 far as Hubbles.

7 THE COURT: Yes. I don't really see that jog in  
8 the original plan. It has kind of a straight  
9 southern border there.

10 THE WITNESS: Yeah. It went up to Chapel and it  
11 looks like this area here --

12 ATTY. RUBIN: Your Honor, may I approach because  
13 I can't see what he is talking about?

14 THE COURT: Sure. Yes. And, Mr. Williams, if  
15 you want to look over his shoulder.

16 THE WITNESS: It looks to me like this is the  
17 jog.

18 THE COURT: Okay.

19 THE WITNESS: But I don't know the purpose for  
20 the jog. I'd have to go back and see what that is  
21 all about.

22 THE COURT RECORDING MONITOR: Can you just keep  
23 your voice up for the record?

24 THE WITNESS: I don't know what the purpose for  
25 the jog is but it looks to me is that that is St.  
26 Mary's and that is the school that it would be St.  
27 Mary's property in terms of the school, but I don't



1 know what that is trying to reference.

2 See the site of it is almost exactly what that  
3 is, see here?

4 THE COURT: Yes, I do. Okay. All right. So  
5 that was not part of 2-A and --

6 THE WITNESS: It was not part of 2-A.

7 THE COURT: Yes. Okay. All right.

8 THE WITNESS: Okay.

9 THE COURT: Thank you. Okay. Thanks. I am all  
10 set.

11 THE WITNESS: Okay.

12 THE COURT: Mr. Williams, do you have more?

13 ATTY. WILLIAMS: Thank you.

14 BY ATTY. WILLIAMS:

15 Q Mr. Sheehan, before the break I had asked you a  
16 little about the LDA and just have a few more things on it,  
17 so I have provided Exhibit 10. Can you turn to page 77?

18 A Yes.

19 Q Do you see Article 14, period of duration of covenant  
20 on use on page 77?

21 A Oh, I am sorry. I am looking at the larger page 77.  
22 You are looking at the smaller I think.

23 Q Yeah, the bottom right corner of that page number.

24 A Yes.

25 Q Oh, I am sorry. I wasn't looking at the land record  
26 recorded one. I forgot it had another page number on it.

27 So page 77 of the original document, Article 14, period of

1 duration of covenant on use and it provides that the  
2 covenant pertaining to the uses of the project property set  
3 forth in section 401 of part two hereof shall remain in  
4 effect from the execution date until July 13th, 2024 unless  
5 extended by the Common Counsel.

6 And that's -- 2024, that's 17 years from the  
7 signature on the LDA in 2007, right?

8 A That's correct.

9 Q Was the -- was that effective date or whatever you  
10 want to call it of July 13<sup>th</sup>, 2024, was that intended to  
11 coincide with the redevelopment plan which was approved on  
12 July 13<sup>th</sup>, 2004?

13 ATTY. RUBIN: Objection, Your Honor. There is a  
14 lack of foundation for it because it references  
15 section 4-0 -- it sections the project property that  
16 this covenant applies to is set forth in section 401  
17 of part two.

18 And it needs to be read in conjunction and the  
19 question is raising implications about properties  
20 that it applies to that it doesn't apply to.

21 It just needs to be read in conjunction with  
22 that.

23 ATTY. WILLIAMS: That's --

24 THE COURT: I think it's fair.

25 ATTY. WILLIAMS: That's an argument -- well may  
26 I, Your Honor?

27 THE COURT: Sure.

1           ATTY. WILLIAMS: I mean it's an argument that  
2           can be made later. There is no lack of foundation.  
3           The document is in evidence.

4           THE COURT: Well --

5           ATTY. RUBIN: Well the document speaks for  
6           itself as well. It's the best evidence. You can't  
7           ask -- the document itself references parcels. And  
8           if the questions are as to those parcels, those  
9           parcels should be identified.

10          ATTY. WILLIAMS: Of course I could ask him what  
11          the intent of a party was entering into a contract.  
12          That's a question of fact for the Court to determine  
13          and its responsive to the arguments being made by the  
14          defendants in their motion to dismiss where they say  
15          the plan is expired or it has been replaced and that  
16          moots LDA and the LDA has become ineffective and  
17          can't be enforced.

18          I am asking the witness a specific provision of  
19          the LDA, which I think refutes the argument.

20          THE COURT: I see it. I mean I see it. You'll  
21          notice, I have already marked it. I don't -- yes. I  
22          am not sure what more there is to be said about it,  
23          except what it refers to would be interesting.

24          ATTY. WILLIAMS: Well I --

25          THE COURT: But beside that, aside from that,  
26          you still are -- you've pointed out that there is a  
27          section here regardless of what it replies to that

1 suggests that there is a continuity of the LDA at  
2 least to 2024, right?

3 ATTY. WILLIAMS: Right. And I was just asking  
4 the date itself, which is a very specific date, I was  
5 asking Mr. Sheehan if that was chosen to coincide  
6 with the original date of the plan, which was July  
7 13th, 2004.

8 THE COURT: If he knows, I'll allow it.

9 THE WITNESS: Yes.

10 BY ATTY. WILLIAMS:

11 Q And the plan stated a 20 year expiration period which  
12 would run to July 13th, 2024?

13 A Yes. And I would just note that the extensionality  
14 of the Common Counsel in terms of ability to extent out the  
15 plan and the LDA, the Redevelopment Agency and the counsel  
16 could obviously take those actions --

17 Q Sure.

18 A -- if needed.

19 Q Thank you. And would you now turn to page 100 in the  
20 small original numbers on the bottom?

21 A Uh-huh. One hundred you said, right?

22 Q Yep. And do you see Section 27.6 on that page?

23 A I do.

24 Q The agreement -- it provides, this agreement may be  
25 amended only by a written document duly executed by the  
26 parties hereto evidencing the mutual agreement of the  
27 parties hereto to such amendment.

1           And my question for you is other than the prior LDA  
2 modification that we had already put into evidence as  
3 Exhibit 13, has such a document been executed?

4           A    No.

5           Q    And if you flip a few pages to 107, that begins  
6 Exhibit B, the conceptual master site plan, do you see that?

7           A    I do.

8           Q    And you have testified that the CMSP is the approved  
9 plan under the LDA, right?

10          A    That's correct.

11          Q    And then just referring to phase's 2 and 3, if we go  
12 all the way back to page 18 of the original page numbering  
13 on the document.

14                   THE COURT:   Eighteen of Exhibit B or the  
15 contract?

16                   ATTY. WILLIAMS:   Of the contract, Your Honor.

17                   THE COURT:   Okay.   Okay.

18          Q    Beginning on page 18, Section 2.2. of the LDA lists  
19 the improvements that are required to be built by the  
20 redeveloper for phase two, right?

21          A    Yes.

22          Q    And then a couple of pages -- well one page later  
23 begins Section 2.3 and does that list the required  
24 improvements to be built in phase three?

25          A    Yes.

26          Q    And from the Agency's perspective, are the required  
27 improvements set forth in the CMSP and in Section's 2.2 and

1 2.3 of the LDA binding on the redeveloper?

2 A Yes.

3 Q Now let me just ask you a few questions about your  
4 personal experience more generally in Norwalk, not limited  
5 to this LDA or to this plan.

6 Can you tell the Court about how many land  
7 disposition agreements you have worked on during your time  
8 in Norwalk?

9 A I have worked on three and with four -- four. So I  
10 have been directly involved in the formation of three of  
11 them and I have worked with another one.

12 Q And have the plans you have worked on been generally  
13 similar in structure to the LDA that is at issue in this  
14 case?

15 A Generally, yes.

16 Q And in your personal experience from the projects  
17 that you have worked on, would the expiration of a  
18 redevelopment plan effect the LDA?

19 ATTY. RUBIN: Objection. He's not disclosed as  
20 an expert. He could have been and they chose not to.

21 ATTY. WILLIAMS: I am not -- that's because I am  
22 not asking him for an expert opinion.

23 THE COURT: Well you said would. Perhaps if you  
24 said did. In other words, I don't know if you have  
25 established if any of these LDA's -- if the plans  
26 relating to those LDA's did expire.

27 This is something I said Attorney Goldberg could

1 talk about too, which is a historical kind of fact  
2 testimony. Okay.

3 So do you understand what I am saying, Attorney  
4 Williams?

5 ATTY. WILLIAMS: Yes.

6 THE COURT: Okay.

7 BY ATTY. WILLIAMS:

8 Q Let me ask you something slightly different then, Mr.  
9 Sheehan. And again, referencing your own personal  
10 experience in Norwalk, could you list the major activities  
11 that a redeveloper needs to undertake to construct a project  
12 in furtherance of a redevelopment plan in Norwalk?

13 ATTY. RUBIN: Objection.

14 THE COURT: Yes. Again, I think that's -- you  
15 know, you were kind of on-route to qualifying him as  
16 an expert, but he wasn't disclosed as an expert. So  
17 I think -- I think that crosses a boundary.

18 ATTY. WILLIAMS: Okay.

19 BY ATTY. WILLIAMS:

20 Q Referring --

21 THE COURT: Sustained.

22 Q Referring to the redevelopment projects you have  
23 worked on Norwalk for which an LDA was executed, what major  
24 categories of activity did the redeveloper need to undertake  
25 to construct the project in furtherance of a redevelopment  
26 plan ?

27 ATTY. RUBIN: Objection.

1 THE COURT: What I understood is your --  
2 actually, Carrie, would you read the last question  
3 back, please?

4 THE COURT RECORDING MONITOR: Yes, Your Honor.

5 *(Whereupon there was a playback of the pending*  
6 *question by the Court Recording Monitor)*

7 THE COURT: Okay. I think that's all right.

8 ATTY. RUBIN: May I create a record as to why?

9 THE COURT: All right. Go ahead.

10 ATTY. RUBIN: Because the issue before -- this  
11 is a motion to dismiss as to whether -- and the claim  
12 is that this is expired or replaced. His experience  
13 on other redevelopment projects as to the custom, as  
14 to the usage, that's fine, but that's what he has to  
15 disclose an expert for.

16 If there is a specific question of did you --  
17 you know, something about expiration or replacement  
18 on another project, I suppose that is factual. It's  
19 touching the line, but it's factual.

20 This is just -- these are generic questions that  
21 appear either to be qualifying him or to allow the  
22 witness to testify as to the custom in the industry  
23 for which an expert disclosure would need to be  
24 provided.

25 THE COURT: What -- why don't you give me an  
26 offer of proof here? What are you trying to  
27 establish?



1           ATTY. WILLIAMS: It's intended to respond as a  
2 matter of fact and based on Mr. Sheehan's personal  
3 experience to the category of testimony that the  
4 Court has allowed the defendants to provide as to the  
5 effect of the expiration of a plan on a redevelopment  
6 project.

7           And I believe the Court should hear the actual  
8 experience of what affect would that have in Norwalk  
9 based on his experience with redevelopment projects.

10          ATTY. RUBIN: That is exactly what we disclosed  
11 an expert for and that is specifically what the Court  
12 allowed our expert to testify to.

13          ATTY. WILLIAMS: It is still helpful factual  
14 background for the Court to hear what has to happen,  
15 what is done, and what is happening in these projects  
16 based on actual experience before you would get to  
17 the point where somebody might claim that the plan  
18 having expired would impact the project.

19          And I think the Court needs to hear that factual  
20 perspective.

21          THE COURT: Well I -- my problem is, I mean, I  
22 would certainly like to hear it, but I think it's not  
23 fair to the defendants because there was testimony  
24 that they disclosed on the basis of expert testimony  
25 and I don't think you identified Mr. Sheehan as  
26 someone who is going to provide expert testimony.

27          ATTY. WILLIAMS: No. He is a representative of

1 the party. So he is providing his factual  
2 perspective as the representative of the party. He  
3 wouldn't then claim to be an independent expert also  
4 on these topics.

5 THE COURT: Well that's interesting.

6 ATTY. RUBIN: But the issue, Judge, is one of  
7 prejudice. They did their best. They characterized  
8 in their motion in limine lots of things as legal.

9 They specifically define the legal issue of  
10 whether the plan is expired is a question of law and  
11 it's the ultimate issue in this case.

12 And --

13 THE COURT: No, it's not.

14 ATTY. RUBIN: Well --

15 THE COURT: It's an ultimate issue -- you think  
16 it's an important issue in the injunctive portion of  
17 the case. It certainly does not terminate damage  
18 claims or underlying merits.

19 ATTY. RUBIN: That's actually what I argued, but  
20 for whatever reason whether --

21 THE COURT: Well you just said the opposite.

22 ATTY. RUBIN: No. I am saying what they argued.

23 I am saying what they argued. Let me try to --

24 THE COURT: Well go ahead, go ahead.

25 ATTY. RUBIN: Let me try to be more clear. I  
26 argument -- I mean they specifically stated that the  
27 following are determinations of law presented by the

1 Milligan defendants, whether the 2004 redevelopment  
2 plan has expired and if so, what are the  
3 ramifications.

4 And they define it as legal determinations at  
5 issue. And then later they say with respect to the  
6 Goldberg opinion two, the Milligan defendant's  
7 disclosure clearly demonstrates their intent to  
8 elicit some undisclosed conclusion based on an  
9 underlying premise, i.e. that the 2004 redevelopment  
10 plan and LDA have expired.

11 That premise itself constitutes a legal opinion.

12 I argued that it didn't, but the Court found  
13 consistent with their argument that it did.

14 And so the Court issued an opinion that limited  
15 Attorney Goldberg to general issues as an expert  
16 precluding her from testifying as to this specific  
17 LDA and redevelopment plan.

18 Okay. If that's the playing field, that's the  
19 playing field. But they then cannot not disclose  
20 Attorney (Sic) Sheehan as an expert and not give me  
21 the opportunity to take his deposition and then seek  
22 to introduce testimony as to the limited expert  
23 testimony that the Court has allowed Attorney  
24 Goldberg to provide consistent with her disclosure.

25 THE COURT: I think the fallacy in your argument  
26 is assuming that everything a designated expert says  
27 is expert opinion.

1           Experts will also testify to facts, okay. And  
2           it seems to me with a proper foundation, a question  
3           of Mr. Sheehan saying, you know, in your experience  
4           have you been involved with a LDA where a  
5           redevelopment plan expired and what -- and I think is  
6           a fact question.

7           And I think that, you know, Attorney Goldberg  
8           would be testifying the same way.

9           ATTY. RUBIN: I -- to the extent -- all I want  
10          is a level playing field.

11          THE COURT: Yes.

12          ATTY. RUBIN: So the extent that those questions  
13          the Court deems are not expert, than I just want to  
14          have the same opportunity to ask my witness the same  
15          issues.

16          THE COURT: That's fair. Okay. So why don't  
17          you repose the question and we'll see if it goes  
18          through?

19          ATTY. WILLIAMS: All right.

20 BY ATTY. WILLIAMS:

21          Q     Let's focus on the project and the LDA that the  
22          defendants are claiming has expired in this case because  
23          they claim the redevelopment plan expired. So let me focus  
24          on that if I may.

25          What did POCO, the originally approved redeveloper,  
26          have to do in categories of activity to get to the point  
27          where it was constructing a project under the LDA?

1           ATTY. RUBIN:  Objection.  That's not what --  
2           that is not what the Court just said was permissible.

3           THE COURT:  Right.  I thought you were going to  
4           ask him about other situations he was familiar was  
5           with.

6           ATTY. WILLIAMS:  I don't believe Mr. Sheehan  
7           will testify that he has worked on a plan that has  
8           expired.  That's why I wasn't asking that, Your  
9           Honor.

10          I wasn't trying to be obtuse.

11          THE COURT:  Oh, gee.  Okay.  I misunderstood  
12          where you were going.

13          ATTY. WILLIAMS:  I was trying to do something  
14          different because I didn't plan to ask him that topic  
15          because I don't believe he has worked on a plan that  
16          has expired.

17          THE COURT:  Okay.  Well all right.  Then we  
18          don't have that problem.

19          ATTY. RUBIN:  Right.  Then it's not factual and  
20          it's inadmissible.

21          ATTY. WILLIAMS:  And now I am asking him about  
22          what happened here in this project.

23          THE COURT:  Okay.  So we'll reset here and we  
24          are on a new set of questions.  Now your question  
25          here is what did POCO have to do to --

26          ATTY. WILLIAMS:  To get from start to the point  
27          that they got to in construction.

1 THE COURT: Okay.

2 ATTY. RUBIN: I -- one, what does it have to do  
3 with the price of tea in China, two, how can -- isn't  
4 that providing an expert opinion on behalf of the  
5 Redevelopment Agency as to what a builder had to do?  
6 How -- I don't -- to me it's the same objection  
7 and I don't understand the relevance of it. Either  
8 -- I don't understand what -- how they are trying to  
9 circumvent what they are not entitled to get in with  
10 a new line of questioning that on its face has  
11 nothing to do with this particular case.

12 THE COURT: Well let me ask you, so again, let's  
13 do an offer of proof. What is the idea here?

14 ATTY. WILLIAMS: The idea is actually to respond  
15 directly to the opinions that we were told through a  
16 deposition that Attorney Callahan took of Attorney  
17 Goldberg would be her opinions that she would testify  
18 to on the subject that the Court has allow, which is  
19 the impact of the expiration of a redevelopment plan  
20 on an LDA or a redevelopment project.

21 We are entitled to provide facts to contest that  
22 opinion and that -- it's hard to believe -- that  
23 counsel not being able to understand the relevance of  
24 it when it goes directly to the overall situation and  
25 what the status of a project might be and the  
26 likelihood of that opinion having any validity that  
27 the expiration of the plan would effect a project

1 that is underway.

2 THE COURT: All right. I think that is properly  
3 cross-examination when Attorney Goldberg has  
4 testified.

5 ATTY. WILLIAMS: It will be.

6 THE COURT: Okay. You are referring to things  
7 that were said in a deposition and you are  
8 anticipating their testimony. Let's see what  
9 happens. I am going to deny it now, all right.

10 ATTY. WILLIAMS: Okay.

11 THE COURT: And then, you know, if you need  
12 cross-examination or re-direct in light of what they  
13 do, we'll consider it then.

14 ATTY. WILLIAMS: All right.

15 BY ATTY. WILLIAMS:

16 Q Mr. Sheehan, is Citibank right now bound by the LDA  
17 for the phase one portion of the project in this case?

18 ATTY. RUBIN: Objection, it's a legal conclusion  
19 what Citibank's obligations are under the LDA and/or  
20 its his opinion as to the entire issues that are  
21 before this Court.

22 If the plan is expired or if it's replaced, they  
23 may be, they may not be. I don't know what they say  
24 they are, but he can't testify as to that. That is  
25 an expert opinion.

26 ATTY. WILLIAMS: That is fine and of course I am  
27 not asking him for a legal opinion.

1 THE COURT: Right. He's the --

2 ATTY. WILLIAMS: I am asking --

3 THE COURT: -- director of the Agency.

4 ATTY. WILLIAMS: -- for the Agency's position.

5 THE COURT: Yes. I will allow it.

6 THE WITNESS: Yes.

7 BY ATTY. WILLIAMS:

8 Q And if the Court were to rule that the 2004  
9 redevelopment plan expired or was replaced, will the Agency  
10 let Citibank off the hook for finishing phase one?

11 ATTY. RUBIN: Objection. It's a hypothetical.

12 THE COURT: Sustained.

13 Q If the Court were to rule that the 2004 redevelopment  
14 plan expired was -- or was replaced, is it the Agency's  
15 position that it can still sue ILSR Owners for breach of the  
16 LDA and the Milligan defendants under our claims again then?

17 ATTY. RUBIN: Same objection. If the Court were  
18 to rule asks the witness to speculate and provide an  
19 opinion. It's objectionable on multiple grounds.

20 ATTY. WILLIAMS: It goes to the impact of the  
21 expiration of the plan on the project and the LDA and  
22 what the Agency's position will be and the actions  
23 that he intends to take are highly relevant.

24 THE COURT: I don't think so. Sustained.

25 ATTY. WILLIAMS: That's all I have. Nothing  
26 further.

27 THE COURT: Okay, all right.



1           ATTY. RUBIN: I am not going to -- I have  
2 subpoenaed Attorney -- I have subpoenaed Mr. Sheehan  
3 today, but I am not going to cross him.

4           THE COURT: Okay.

5           ATTY. RUBIN: I am going to call him on my case.  
6 I am going to call my first witness.

7           THE COURT: Okay. Well then you can step down  
8 for the moment, Mr. Sheehan.

9           MR. SHEEHAN: Thank you, Your Honor.

10          THE COURT: Take advantage of it. Well no, not  
11 -- we are not there yet. Do you have anything  
12 further?

13          ATTY. CALLAHAN: One second, Your Honor.

14          THE COURT: Yes.

15          ATTY. WILLIAMS: Yeah, may I?

16          THE COURT: Sure.

17          (Pause)

18          THE COURT: Oh, I am sorry. Excuse me. Come  
19 back for a minute, please. I had a question that I  
20 forgot to ask.

21          (Pause)

22          ATTY. CALLAHAN: Okay. Your Honor, thank you.

23          THE COURT: Let's go to the LDA.

24          THE WITNESS: Yes.

25          THE COURT: And Article 23.1.

26          THE WITNESS: Do you have a page reference, Your  
27 Honor?

1 THE COURT: Yes. I will find it for you. It's  
2 -- well it starts on small No. 93, big No. 104.

3 THE WITNESS: Ninety three.

4 THE COURT: Okay. So 23.1 is under Article 23  
5 redevelopment plan.

6 THE WITNESS: Yes, I have it.

7 THE COURT: Okay. Then let's go to the end of  
8 that paragraph over on the next page. And this  
9 section is -- when we get down to here, it's about a  
10 no fault termination and what has to be done and so  
11 forth.

12 And then at the end of that paragraph it says,  
13 except that redeveloper shall remain obligated to pay  
14 acquisition expenses theretofore incurred and that  
15 any indemnities which are so stated to survive  
16 termination hereof shall so survive.

17 ATTY. WILLIAMS: Your Honor, would you mind  
18 specifying where -- what page you are on again?

19 THE COURT: Ninety four.

20 ATTY. WILLIAMS: Oh.

21 THE COURT: It's just above 22.

22 ATTY. WILLIAMS: Thank you.

23 THE COURT: You see? And it's the -- it's the  
24 second to last sentence there, except the redeveloper  
25 shall remain obligated to pay acquisition expenses  
26 theretofore incurred and that any indemnities which  
27 are so stated to survive termination hereof shall so

1 survive.

2 Okay. Okay. So this section refers to certain  
3 things that survive even if the LDA is terminated,  
4 right?

5 THE WITNESS: That's correct.

6 THE COURT: Okay. In your using the LDA, are  
7 you aware of any other survival provisions in the  
8 LDA?

9 THE WITNESS: Not off the top of my head, Your  
10 Honor.

11 THE COURT: All right. Thank you. All right.  
12 That's was all I had. Thanks. Okay. Now you can  
13 step down, sir.

14 THE WITNESS: Thank you.

15 THE COURT: Okay. Mr. Williams, did you -- are  
16 you -- have you presented what you intend to do on  
17 direct?

18 ATTY. WILLIAMS: On the motion, yes.

19 THE COURT: Yes.

20 ATTY. WILLIAMS: Nothing further from us, Your  
21 Honor.

22 THE COURT: Okay. All right. Mr. Rubin?

23 ATTY. RUBIN: Thank you, Your Honor.

24 THE CLERK: Please raise your right hand.

25 Do you solemnly swear or solemnly and sincerely  
26 affirm as the case may be that the evidence you shall  
27 give in this case shall be the truth, the whole

1 truth, and nothing but the truth so help you God or  
2 upon penalty of perjury?

3 MS. STRAUSS: I do.

4 THE CLERK: You may be seated. Please state  
5 your name and address for the Court's record.

6 MS. STRAUSS: Tami Strauss, 25 Garner Street,  
7 Norwalk.

8 THE CLERK: Do you need the spelling, Carrie?

9 THE COURT RECORDING MONITOR: Yes. Could you  
10 spell your last name, please?

11 MS. STRAUSS: S-t-r-a-u-s-s.

12 THE COURT RECORDING MONITOR: Thank you.

13 THE COURT: Okay.

14 ATTY. RUBIN: Your Honor, may I conduct --

15 THE COURT: Thank you for coming in, Ms.  
16 Strauss.

17 MS. STRAUSS: You're welcome.

18 ATTY. RUBIN: May I conduct the examination  
19 seated?

20 THE COURT: Sure.

21 ATTY. RUBIN: Thank you.

22

1 T A M I S T R A U S S ,

2 having been duly sworn, was examined and testified as  
3 follows:

4 DIRECT EXAMINATION BY ATTY. RUBIN:

5 Q Good morning.

6 A Good morning.

7 Q What is your professional background?

8 A I have a Master's Degree in urban planning and about  
9 30 years of professional experience.

10 Q And can you describe the 30 years of professional  
11 experience?

12 A Sure. I have worked in all areas of community  
13 development, including planning, housing, real estate  
14 development, and in my current -- as a grant writer and did  
15 I say affordable housing and in my current position at  
16 Norwalk Redevelopment Agency.

17 Q What -- how long have you been at the Norwalk  
18 Redevelopment Agency?

19 A It will be six years this summer.

20 Q And where did you work before the Redevelopment  
21 Agency?

22 A I worked at Build-On.

23 THE COURT: At what?

24 THE WITNESS: It's called Build-On. It's a non-  
25 profit in Stamford.

26 THE COURT RECORDING MONITOR: Build-on?

27 THE WITNESS: Yep. B-u-I-l-d-o-n.

1 THE COURT RECORDING MONITOR: Thank you.

2 ATTY. RUBIN: Okay.

3 BY ATTY. RUBIN:

4 Q And is your experience in redevelopment based on the  
5 job that you have had for the last six years?

6 A I am sorry. Say that again.

7 Q Did you have any redevelopment experience or urban  
8 renew, any redevelopment projects --

9 A I had --

10 Q -- or plans --

11 A I had real estate development experience, but no, no  
12 specific experience working for a redevelop agency.

13 Q Okay. Can you describe your real estate development  
14 experience prior to joining the Norwalk Redevelopment  
15 Agency?

16 A Sure. I worked for an assisted -- developer of an  
17 assisted living facilities. I worked for a developer,  
18 operator, and manager of retail, retail shopping centers.  
19 And I worked for a real estate investment bank.

20 Q Okay.

21 A And I worked for a developer of affordable housing.

22 Q Can you describe that?

23 A I worked at the Housing Development Fund here in  
24 Stamford for almost seven years where I was a grant writer  
25 and I was also responsible for reporting back to banks how  
26 -- reporting to the banks of HDF met their CRA credit and I  
27 also did some underwriting of some multifamily deals.

1 Q And when you joined the Redevelopment Agency about  
2 six years ago, what were -- what -- did you have a title?

3 A I was the Director of Community Develop Planning.

4 Q Has that title changed?

5 A No.

6 Q Have your duties as Director of Community Development  
7 Planning changed over the course of six years?

8 A They have developed, yes.

9 Q Okay. Can you discuss in general what your duties  
10 were when you joined and how they have evolved?

11 A When I joined -- when I joined the Agency I was  
12 responsible for managing the Norwalk Community Development  
13 Block Grant Program and also doing planning activities. And  
14 now primarily I am doing planning activities.

15 Q Can you describe the planning activities that you are  
16 involved in?

17 A So I understood the Wall Street/West Avenue  
18 redevelopment plan. I looked -- involve din some planning on  
19 -- in South Norwalk and some planning around -- those are  
20 the two main ones.

21 Q The -- when you -- could you describe more  
22 specifically what activities you are involved with in  
23 connection with the Wall Street/West Avenue redevelopment  
24 plan?

25 A Sure. I was the project manager on the development  
26 of the Wall Street/West Avenue redevelopment plan, which  
27 meant that I was the primary contact with our consultant,

1 the Regional Plan Association, and oversaw the work load and  
2 the time schedule and set up meetings and was present for  
3 all meetings and clearly you heard for making presentations  
4 to the Planning Committee and the Common Counsel and the  
5 Planning Commission of the City.

6 Q When did those duties commence as project manager for  
7 the Wall Street/West Avenue redevelopment plan?

8 A I would say the middle towards the end of 2016.

9 Q Is there anything that is particularly relevant that  
10 you haven't testified to that reflect your job duties as the  
11 project manager for that redevelopment plan?

12 A I don't think so, no.

13 ATTY. WILLIAMS: Objection.

14 THE COURT: Sustained.

15 BY ATTY. RUBIN:

16 Q How were you -- what were the circumstances in which  
17 you were asked or appointed to serve as project manager of  
18 the Wall Street/west Avenue redevelopment plan?

19 A I don't quite understand your question.

20 Q Okay. Was it something you were asked to do by  
21 somebody? It doesn't seem like something that was an  
22 inherent in your job description at the time. How did it  
23 come about that you were appointed the project manager? By  
24 whom and under what circumstances?

25 A Mr. Sheehan asked me to do it.

26 Q Were you familiar at the time with the general  
27 redevelopment statutory scheme for new plans?



1           ATTY. WILLIAMS:  Objection; relevance.

2           THE COURT:  Let me just ask you, now you joined  
3 -- when did you join the Agency?

4           THE WITNESS:  In 2013.

5           THE COURT:  Okay.  So you had been there for  
6 three years --

7           THE WITNESS:  Yes.

8           THE COURT:  -- before you were asked to do this?

9           THE WITNESS:  Yes.

10          THE COURT:  Okay, all right.  Go ahead.  I just  
11 wanted to understand.  Oh, you wanted to know did she  
12 know --

13          ATTY. RUBIN:  I wanted to know her familiarity  
14 with the statutory scheme for the new plans.

15          THE COURT:  All right.  Fair enough.

16          THE WITNESS:  I was vaguely familiar with them  
17 but not in depth.

18 BY ATTY. RUBIN:

19          Q    At some point in time did you become more familiar  
20 with them?

21          A    Yes.

22          Q    Okay.  And do you feel that you have a layperson's  
23 understanding of the difference between a plan modification  
24 and a new plan?

25          A    Yes.

26          ATTY. WILLIAMS:  Objection; that is asking for  
27 statutory interpretation.

1           ATTY. RUBIN:  It's asking --

2           THE COURT:  Well he hasn't asked for it yet.  He  
3           said do you have an understanding of the difference  
4           between of what a modification and what a new plan --

5           ATTY. RUBIN:  Yeah.  A plan -- a modification  
6           and a new plan.

7           ATTY. WILLIAMS:  And to ask for it would ask for  
8           a legal opinion and so to ask --

9           THE COURT:  Well --

10          ATTY. WILLIAMS:  -- if she has familiarity with  
11          it is irrelevant and improper.

12          THE COURT:  We are jumping the gun.  Let's see  
13          what the next question is.  I mean I don't -- you  
14          know, let's see.

15          ATTY. RUBIN:  All right.

16  BY ATTY. RUBIN:

17          Q    You've read the statutes?

18          A    Yes.

19          Q    And you are familiar with the statutes relating to  
20          how to roll out a new plan, right?

21          A    Yes.

22          Q    And you are familiar with the statutes relating to  
23          modify plans, right?

24          A    They are the same - yes, they are same statute.

25          Q    Are you familiar with the statute concerning an  
26          amendment to a plan?

27          A    I read Chapter 130.

1 Q You are comfortable with Chapter 130?

2 A Yes.

3 Q Were there discussions undertaken between you and Mr.  
4 Sheehan about extending -- about the expiration of the 2004  
5 plan?

6 A Yes.

7 Q Can you relate those conversations?

8 A We believed the plans -- we read the statute and  
9 believed the plans to have a ten year expiration date. So  
10 we went out to seek an extension of the plans.

11 Q Okay. And what was your understanding would happen  
12 if you didn't extend the plans?

13 A If we didn't extend the plans, my understanding is  
14 that they would expire.

15 ATTY. RUBIN: Your Honor, I have some of the  
16 same documents, I just have the full documents. So I  
17 am going to introduce them.

18 Attorney Williams introduced certain pages. To  
19 the extent there are minutes, I am going to introduce  
20 the minutes from that day.

21 THE COURT: All right.

22 ATTY. RUBIN: I am just letting the Court know  
23 that it's a little duplicative, but these are  
24 complete.

25 THE CLERK: This is A-O.

26 THE COURT: O is the next one?

27 THE CLERK: A-O.

1 THE COURT: Oh, A-O, okay.

2 BY ATTY. RUBIN:

3 Q Can you identify what has been marked as Exhibit A-O?

4 A It's the meetings of the -- it's the minutes of the  
5 meeting of the Redevelopment Agency from September 27th,  
6 2016.

7 Q Okay. And it reflects that Attorney Grenier was  
8 Agency counsel?

9 A Uh-huh, yes.

10 Q And that you are the -- you were there as the  
11 director of community development planning?

12 A Yes.

13 Q But you were really there as the project manager for  
14 the new plan?

15 A Yes.

16 Q Drawing your attention to page three.

17 THE COURT: Let's move it in first before you  
18 ask her a question.

19 ATTY. RUBIN: Oh, I am so sorry, Your Honor.  
20 You are correct. I move to have it entered as a full  
21 exhibit.

22 THE COURT: Objections?

23 ATTY. WILLIAMS: No.

24 THE COURT: All right. Comes in as a full  
25 exhibit.

26 BY ATTY. RUBIN:

27 Q And drawing your attention to page three under

1 business it says redevelopment plans, do you see that?

2 A Yes.

3 Q And under No. 1 it says, update regarding the Wall  
4 Street redevelopment plan, do you see that?

5 A Yes.

6 Q At the time it was not the Wall Street/West Avenue  
7 redevelopment plan, right?

8 A No.

9 Q Right. At the time is it fair to say that you were  
10 -- that the intention of the Redevelopment Agency was to  
11 amend the existing redevelopment plan and not to roll out a  
12 new redevelopment plan?

13 A Yes.

14 Q And the first full paragraph under No. 1 says, Ms.  
15 Strauss said that the public hearing was the second step in  
16 a process to have the plans reapproved for a period of 18  
17 months so that they remain in effect while they are updating  
18 and amending them, do you see that?

19 A Yes.

20 Q When you say it is the second step, what was the  
21 first step?

22 A I believe the first step was having the Planning  
23 Commission determine that the plans were consistent with the  
24 POCD, with the Plan of Conservation and Development.

25 Q Okay. And you say that it's a second step in a  
26 process, right?

27 A Uh-huh.

1 Q Can you -- what was the process?

2 A Briefly, the process was to have the Planning  
3 Commission determine consistently with the POCD, to put the  
4 - to put the action out for public comment, to have the  
5 Redevelopment -- the Planning Committee approve sending it  
6 to counsel, to have the Agency approve that, and then to  
7 have the Common Counsel to approve.

8 And I am sorry. There -- and there was a public  
9 hearing at the Agency meeting after the public comment  
10 period, after or during the public comment period.

11 Q And bringing the -- bringing this to all these  
12 various boards or commissions, was that part of the process  
13 to amend the plan?

14 A At this time, this was a process to extend the  
15 current plans.

16 Q And was that deemed to be an amendment of the current  
17 plans?

18 ATTY. CALLAHAN: Objection, Your Honor; he is  
19 asking for a legal opinion on that.

20 THE COURT: I think it's fair and we have  
21 allowed Mr. Sheehan to testify. I would phrase it  
22 did she or the Agency consider it to be one or the  
23 other.

24 BY ATTY. RUBIN:

25 Q Yeah. Did the Agency consider that to be a  
26 modification of the plan, extending it?

27 ATTY. CALLAHAN: Objection, Your Honor; still

1 the same objection. The only distinction is that  
2 while the representative of the agency is Mr.  
3 Sheehan, Ms. Strauss is an employee of the Agency.

4 I don't think they serve in the same capacity.  
5 I don't think that the -- questioning her on these  
6 issues is the same as questioning Mr. Sheehan.

7 THE COURT: Well I think she was the project  
8 manager and I am going allow it.

9 ATTY. CALLAHAN: Okay.

10 THE COURT: You know, it may well go to the  
11 weight of her testimony. Okay.

12 ATTY. RUBIN: I would also suggest that this is  
13 the Redevelopment Agency's witness. This is Attorney  
14 Williams' client, not Mr. Callahan's client, and the  
15 Court has limited Mr. Callahan particularly in terms  
16 of double-teaming relative to objections as to  
17 witnesses that are not even his.

18 THE COURT: That's true, right. You represent  
19 the City, Mr. Callahan, and the Agency has a separate  
20 counsel, right?

21 BY ATTY. RUBIN:

22 Q Do you need me to repeat the question?

23 THE COURT: On the other hand, just a minute.  
24 What you can't do is double-team. If they decide  
25 that Mr. Callahan will defend this witness, that's  
26 fine.

27 ATTY. RUBIN: Okay. I am comfortable that.

1 THE COURT: However, he has already --

2 ATTY. RUBIN: Is that what is happening

3 THE COURT: But he has already spoken.

4 ATTY. CALLAHAN: No. Attorney Williams will  
5 handle this witness.

6 THE COURT: Okay. So just, you know, poke him.  
7 Okay.

8 ATTY. WILLIAMS: Don't encourage him.

9 THE COURT: Okay.

10 BY ATTY. RUBIN:

11 Q Was it your understanding as project manager that by  
12 extending the term of the plan 18 months that you were  
13 modifying the plan?

14 A No.

15 Q Okay. And you say that -- well let me ask you. What  
16 is your understanding of why that would not constitute a  
17 modification of the plan?

18 ATTY. WILLIAMS: Well objection. She didn't  
19 given an opinion about understanding if it would  
20 constitute a modification. She was asked and  
21 answered did the Agency believe or intend that it was  
22 modifying the plan.

23 THE COURT: Actually her question was I think  
24 what did she think --

25 ATTY. RUBIN: Yeah.

26 THE COURT: -- rather than what the Agency  
27 thought. But -- and so she said, no, I didn't think



1           so. Now Mr. Rubin has said, why was that your view  
2           and I'll allow it.

3 BY ATTY. RUBIN:

4           Q    Why was that your view?

5           A    Because the plan remained the same. The plan wasn't  
6           changing.

7           Q    Okay. And you say that you wanted the plans  
8           reapproved for a period of 18 months so that they remained  
9           in effective --

10          A    Yes.

11          Q    -- right ?

12          A    Yes.

13          Q    And so it's your -- is it fair to say that had that  
14           extension not be granted, not been granted, or not gone  
15           through the process and been approved, that the plan would  
16           have expired?

17          A    It was my -- yes, it was my misunderstanding.

18          Q    Right. It was a misunderstanding, but action was  
19           still taken in connection with the misunderstanding,  
20           correct?

21          A    Yes.

22          Q    And the next sentence says next they will request the  
23           Planning Commission to vote that the plans are consistent  
24           with the City's POCD, then bring the request to the Common  
25           Counsel and then back to the Redevelopment Agency for  
26           approval.

27                    What -- what would have happened practically had that

1 --

2 THE COURT: Mr. Rubin --

3 Q -- series of events --

4 ATTY. RUBIN: No, okay.

5 THE COURT: Yes. Let's move along, okay?

6 ATTY. RUBIN: Okay.

7 THE COURT: Because you are talking about  
8 something that didn't happen, so I am not sure it is  
9 useful.

10 ATTY. RUBIN: Right, okay.

11 BY ATTY. RUBIN:

12 Q Well it was clearly important that the plan, the  
13 redevelopment plan, at least the Wall Street redevelopment  
14 plan that existed at the time remain in effect while they  
15 were being updated and amended, correct?

16 A Both of them, yes.

17 Q Why?

18 A So that the Agency could continue design review of  
19 any projects that came in.

20 Q Any other reasons?

21 A No.

22 Q And it says, the last paragraph says, Ms. Strauss  
23 said they have asked for 18 months to give them enough time  
24 to have the plans updated and amended to reflect all the  
25 development that has happened in the past ten years and to  
26 go through the approval process.

27 What did you mean by that?

1       A    We thought that it would take 18 months to update the  
2 plans and go through the series of events, the series of  
3 approvals that we need to get to have a approved.

4       Q    A plan approved or the current then existing plan  
5 amended?

6       A    Amended and approved.

7       Q    To have the amendment of the existing plan approved?

8       A    Yes.

9       Q    Okay.

10               (Pause)

11               THE COURT:  We are five minutes from lunch, Mr.  
12 Rubin.

13               ATTY. RUBIN:  We can stop.

14               THE COURT:  Well, no.  If -- why don't you just  
15 -- let's do what we can.

16 BY ATTY. RUBIN:

17       Q    Can you identify that document?

18       A    I am sorry, what?

19       Q    I am so sorry.  Can you identify that document?

20       A    Sure.  This looks like the agenda for the Common  
21 Counsel meeting that occurred on November 22<sup>nd</sup>, 2016.

22               ATTY. RUBIN:  I move for its admission, Your  
23 Honor.

24               ATTY. WILLIAMS:  Can we just have a  
25 representation or agreement that the document does  
26 not include a lot of attachments.  I am not objecting  
27 to it because it doesn't, but I would just like that

1           made clear, that it's not the entire package that  
2           goes with the agenda, is that right?

3           ATTY. RUBIN: That's correct. There are  
4           probably 150 pages that were attached to the agenda.

5           THE COURT: All right. So I will allow the  
6           Exhibit, I guess it's A-P, as constituted to come in  
7           as full, but with the understanding of all parties  
8           that it does not include that attachments.

9           Mr. Rubin, can I have a copy too?

10          ATTY. RUBIN: Yes.

11          THE COURT: Thank you.

12 BY ATTY. RUBIN:

13          Q    So, Ms. Strauss, after the Planning Commission  
14          approves it, it goes to the Common Counsel for approval?

15          A    Excuse me. It went to the Planning Committee and  
16          then to the Common Counsel.

17          Q    Okay. And this is the agenda for -- do you need some  
18          water?

19          A    Yes, please. Thank you.

20          Q    Sure.

21          (Pause)

22          A    Thank you.

23          Q    Okay. This was the agenda for the amendment going to  
24          the Common Counsel, correct?

25          A    The extension of the plans, yes.

26          Q    And on C, if you turn to the third page --

27          A    Uh-huh.

1 Q -- the agenda of the -- under the Planning Committee,  
2 it says reapprove the Wall Street redevelopment plan for a  
3 period of 18 months, correct?

4 A Yes.

5 Q Okay. And that 18 month period would expire when?

6 A I believe it was in June 2018.

7 Q So fair to say that the Redevelopment Agency albeit  
8 unnecessarily or under a misapprehension sought to have what  
9 it deemed to be an expiring plan extended through June of  
10 2018, correct?

11 A Yes.

12 THE COURT: Mr. Rubin, why don't we stop here?

13 ATTY. RUBIN: Okay.

14 THE COURT: All right. We will take the lunch  
15 break. We will be back at two o'clock.

16 ATTY. RUBIN: Thank you, Your Honor.

17 (Court Recess)

18 (Court Resumes)

19 THE COURT: Good afternoon, everyone. Please be  
20 seated.

21 ALL COUNSEL: Good afternoon, Your Honor.

22 THE COURT: Ms. Strauss, why don't you come back  
23 up?

24 Okay. Mr. Rubin, when you are ready.

25 ATTY. RUBIN: Thank you, Your Honor.

26 BY ATTY. RUBIN:

27 Q Can you identify that document?

1 A Sure. This is a memo that I wrote to the Planning  
2 Committee of the Common Counsel dated November 16<sup>th</sup>, 2016.

3 ATTY. RUBIN: I'd offer it.

4 ATTY. WILLIAMS: Does it have an exhibit  
5 reference?

6 ATTY. RUBIN: A-P.

7 ATTY. WILLIAMS: We did that wrong.

8 ATTY. RUBIN: A-P or no?

9 THE WITNESS: A-Q.

10 THE COURT: I think we are on Q.

11 ATTY. RUBIN: Oh, Q.

12 ATTY. WILLIAMS: No objection.

13 THE COURT: Okay. Ms. Strauss, what was the  
14 date again?

15 THE WITNESS: November 16th, 2016.

16 THE COURT: Thank you. Okay. A-Q comes in as  
17 full.

18 ATTY. RUBIN: Thank you. Courtesy copy.

19 THE COURT: Okay.

20 BY ATTY. RUBIN:

21 Q What were the circumstances surrounding your drafting  
22 this memo?

23 A We were requesting the re-approval of the three plans  
24 so that they remained in effective for the 18 month period.

25 Q And this was a memo that was directed to the members  
26 of the Common Counsel?

27 A To the Planning Committee members of the Common

1 Counsel, yes.

2 Q Was it your habit of preparing a memo such as this  
3 each time something concerning this redevelopment project  
4 was going to go before the Common Counsel or the  
5 Redevelopment Agency?

6 A Yes.

7 Q And why is that?

8 A Because I am the project manager.

9 Q Okay. Were you asked to do that?

10 A It's just common practice.

11 Q Okay. Thank you. The first paragraph says or you  
12 wrote, according to Chapter 130, Section 827 of the  
13 Connecticut Chapter, a redevelopment plan is effective for  
14 ten years. The legislative body shall review that plan once  
15 every ten years after the initial approval and shall  
16 reapprove such plan at least once every ten years after the  
17 initial approval for the plan to remain in effect, right?

18 A Yes.

19 Q And you are requesting re-approval of not just this  
20 plan, but all three plans, right?

21 A Not of which -- what's this plan?

22 Q Well the next sentence -- the first sentence of the  
23 second paragraph says, at this time the Redevelopment Agency  
24 is requesting re-approval of the three plans so that the  
25 plans may remain in effect for 18 months and you say until  
26 May 2018, do you see that?

27 A Yes.

1 Q What three plans are you referring to?

2 A The West Avenue corridor redevelopment plan, the Wall  
3 Street redevelopment plan, and the Washington South Main  
4 redevelopment plan.

5 Q Okay. And the first sentence of the third paragraph  
6 says, it is critical --

7 A Uh-huh.

8 Q -- that the redevelopment plans remain in effect  
9 while amended plans are being created so that the  
10 determinations and guiding criteria of the redevelopment  
11 plans, including design review, for new development remains  
12 intact, do you see that?

13 A Yes.

14 Q What did you mean when you said it was critical?

15 A So that in the event a new project came in, that the  
16 design review and any guidelines associated with the  
17 redevelopment plan, the developer had to adhere to those  
18 guidelines and come in for the proper approvals by the  
19 Redevelopment Agency.

20 Q Well it says it is critical that the redevelopment  
21 plans remain in effect, right?

22 A Yes.

23 Q And is it fair to say remain in effect is another  
24 word for not expire?

25 A Yeah.

26 Q Okay. So consistent with your understanding at the  
27 time, it was critical that the redevelopment plans not



1 expire while an amendment to the plan is being created,  
2 correct?

3 A Yeah, yes.

4 Q Or while a new plan is being rolled out, correct?

5 A While an updated plan is being rolled out.

6 Q An updated plan in terms of either an amendment to  
7 the old plan or the roll out of a new plan, right?

8 A Yeah, amendment to an old plan.

9 Q At this point it was still an amendment to the old  
10 plan?

11 A Yes.

12 Q Okay. So is it fair to say at this point that  
13 you were not -- the Agency was not focused on potentially  
14 rolling out a new plan. At this point in time you are  
15 still only concerned with updating the old plan. Did I --

16 A Yeah.

17 Q -- say that correctly or did I botch that?

18 A I think what you asked me is if we had in mind if we  
19 were creating a new plan or amending an existing plan.

20 Q Correct.

21 A We were amending an existing plan.

22 Q Okay. And it was critical that it not expire while  
23 you were amending that existing plan?

24 A Exactly.

25 Q Or it was critical that the redevelopment plan not  
26 expire, correct?

27 A Yes.

1 Q Can you identify that document?

2 A This looks like the minutes of the Common Counsel  
3 meeting that was held on November 22nd, 2016.

4 ATTY. RUBIN: It's marked as A-R. Do you have  
5 any objection?

6 ATTY. WILLIAMS: No.

7 THE COURT: I mean, I am sorry. I offer it. I  
8 don't think there is an objection.

9 ATTY. WILLIAMS: No objection.

10 THE COURT: Okay. Comes in as full.

11 BY ATTY. RUBIN:

12 Q Following up on a question that I just asked you, why  
13 was it critical that the -- that the redevelopment plan not  
14 expire?

15 ATTY. WILLIAMS: I think it has been asked and  
16 answered.

17 THE COURT: Asked and answered; sustained.  
18 Let's move on. You asked that several times.

19 ATTY. RUBIN: Maybe I am --

20 THE COURT: And when you didn't -- and you got  
21 her to rephrase when you weren't quite --

22 ATTY. RUBIN: Okay.

23 THE COURT: -- happy with it. So let's --

24 ATTY. RUBIN: My -- then maybe I asked it  
25 improperly.

26 BY ATTY. RUBIN:

27 Q What was your understanding as to what would happen

1 if the plan expired?

2 A There would be no -- there would be no plan.

3 Q And what would that mean?

4 ATTY. WILLIAMS: Objection; it's vague and it  
5 appears to be in its breathe encompassing things that  
6 would be a legal conclusion. So I would ask that it  
7 be clarified and be made more specific, plus she has  
8 already testified to this subject.

9 THE COURT: Also hypothetically.

10 ATTY. RUBIN: Also what?

11 ATTY. WILLIAMS: Thank you.

12 THE COURT: Hypothetical, if it were to expire,  
13 what would that mean.

14 ATTY. RUBIN: Okay.

15 THE COURT: It didn't, at least not yet.

16 ATTY. RUBIN: Okay.

17 BY ATTY. RUBIN:

18 Q Drawing your attention to what has been marked as A-R  
19 on page 10, 10 and 11 -- let me first -- what --- can you  
20 identify what Exhibit A-R is in general?

21 A It's the minutes of the Common Counsel meeting from  
22 November 22<sup>nd</sup>, 2016.

23 Q Okay. And were you there?

24 A I -- I -- it doesn't say that I was. I don't see my  
25 name mentioned here, but it had to do with the redevelopment  
26 plan, yeah, I probably was.

27 Q Okay. And what happened at this Common Counsel

1 meeting relative to the plan?

2 A It looks the Wall Street redevelopment plan was  
3 approved for a period of 18 months and the motion passed  
4 unanimately.

5 Q Was there another step that was required in  
6 connection with formalizing the extension of the  
7 redevelopment plan for 18 months after it was approved by  
8 the Common Counsel?

9 A I think it was the final step.

10 Q Did it have to go back to the Redevelopment Agency?

11 A Oh, it must have had to go back to the Redevelopment  
12 Agency, yeah, I apologize.

13 Q Okay. And do you know if it went back to the  
14 Redevelopment Agency?

15 A I am sure it did.

16 Q Can you identify that document, please?

17 A It is the agenda for the meeting of the Norwalk  
18 Redevelopment Agency on December 2nd, 2016.

19 ATTY. RUBIN: Okay. I'd offer it, Your Honor.

20 ATTY. WILLIAMS: No objection.

21 THE COURT: May come in as full.

22 ATTY. WILLIAMS: If I may, just the same  
23 notation I made earlier about the agenda includes a  
24 whole lot of stuff that gets submitted to the Agency  
25 of the Commission that is receiving the agenda.

26 They are not attached. I am not objecting to  
27 it, but I am noting it.

1 THE COURT: Very well, duly noted.

2 BY ATTY. RUBIN:

3 Q So as part of the final step in December of 2016,  
4 this -- the Wall Street redevelopment plan went back to the  
5 Norwalk Redevelopment Agency, correct?

6 A Yes.

7 Q And what happened? Oh, not what happened. And this  
8 -- I am sorry. Drawing your attention to B at the bottom  
9 and B-1 --

10 A Uh-huh.

11 Q -- that reflects that that's on the agenda, right?

12 A Yes.

13 Q And at the time West Avenue and Wall Street, it's all  
14 -- they are separate at this point in time?

15 A Correct.

16 Q And there was a meeting?

17 A Yes.

18 Q Can you identify that document?

19 A These are the minutes of the meeting of the Norwalk  
20 Redevelopment Agency from December 13th, 2016.

21 ATTY. RUBIN: Okay. I'd offer it.

22 THE COURT: For what purpose conceivably?

23 ATTY. RUBIN: To show --

24 THE COURT: Hasn't she just testified it was  
25 approved?

26 Do we really need to be reduplicating  
27 everything?

1 I mean is there a purpose --

2 ATTY. RUBIN: Other than to show that it as  
3 reapproved, no.

4 THE COURT: -- between this rather dilatory  
5 approach? What?

6 ATTY. RUBIN: Other than it was reapproved, no.

7 THE COURT: Yes. She has already said it was.

8 ATTY. RUBIN: Well I would like to ask some  
9 questions about it.

10 THE COURT: Okay. Let's do it. Any objection?

11 ATTY. WILLIAMS: No. This is -- these are  
12 minutes that I already put into evidence. These are  
13 just other portions of the minutes that don't have to  
14 do with this case, but I don't object to it.

15 THE COURT: Okay.

16 BY ATTY. RUBIN:

17 Q Drawing your attention to page 3 --

18 A Uh-huh.

19 Q -- what does this reflect at the bottom of page 3-B?

20 A It reflects the action that the Redevelopment Agency  
21 took to reapprove the plans.

22 Q And it says they have gone through the required  
23 process per the Connecticut state statute for having  
24 redevelopment plan reapproved, do you see that?

25 A Uh-huh.

26 Q Yes?

27 A Yes. Sorry.

1 Q What statute are you referring to?

2 A So Chapter 130.

3 Q Do you know the particular statute under Chapter 130?

4 A I don't recall it off the top of my head.

5 ATTY. RUBIN: Do you require when I -- do the  
6 marking of --

7 THE COURT: No.

8 ATTY. RUBIN: -- documents to refresh?

9 THE COURT: No. Well you know, I am sorry, yes,  
10 ID. I do. I like it -- yes, just mark it for ID.

11 ATTY. RUBIN: Okay.

12 THE COURT: So that would be U I think.

13 THE CLERK: Yes.

14 ATTY. WILLIAMS: I am sorry. If I missed that I  
15 apologize, is this being used to refresh --

16 THE COURT: Yes.

17 ATTY. KAISEN: -- Ms. Strauss's recollection?

18 THE COURT: Yes. It's just an ID marking.

19 ATTY. WILLIAMS: Right. He has to lay a  
20 foundation that she needs her recollection refreshed  
21 and it has to be done the right way.

22 THE COURT: Well he asked --

23 ATTY. WILLIAMS: She can't just testify from the  
24 document.

25 THE COURT: Well he asked do you recall what  
26 statute it is and she said no, so.

27 ATTY. WILLIAMS: Okay.

1 THE COURT: I thin it's enough.

2 ATTY. WILLIAMS: Okay. So is there a question  
3 pending then?

4 ATTY. RUBIN: Yeah.

5 THE COURT: Not yet.

6 ATTY. RUBIN: Well I am going to let her review  
7 the statute.

8 THE COURT: We are getting there.

9 THE WITNESS: So this is not -- so I am looking  
10 at Chapter -- is this all of 130?

11 ATTY. RUBIN: No, it's the first portions of  
12 130.

13 THE WITNESS: So this --

14 ATTY. RUBIN: It contains 8-127, it contains 8-  
15 136.

16 THE WITNESS: Oh, so here it is. So it's 8-127.

17 BY ATTY. RUBIN:

18 Q Okay. So when you are -- when your testimony is is  
19 that they have gone through the required processes per the  
20 Connecticut state statute for having redevelopment plans  
21 reapproved, you are referring to 8-127?

22 A Yes.

23 Q Okay. Were the plans -- was the redevelopment plan  
24 for Wall Street ever re-extended after it was extended in  
25 December 2016 until June 2018?

26 A No.

27 Q Were there discussions about it being extended after



1 June 2018?

2 A No.

3 Q Is it your understanding that the redevelopment plan  
4 expired in 2018, June of 2018?

5 A No.

6 ATTY. WILLIAMS: Objection; that calls for a  
7 legal conclusion. It has to do with the operation of  
8 a Connecticut statute and its application to this  
9 case and the argument is made by the defendants in  
10 their motion to dismiss and our argument that the ten  
11 year limitation did not apply to this plan.

12 ATTY. RUBIN: If I may, Your Honor?

13 THE COURT: Okay. Go ahead.

14 ATTY. RUBIN: There is testimony that in 2-16  
15 these -- the redevelopment plan was -- it was  
16 critical that it be extended so that as not to expire  
17 and that it was going to expire unless it was  
18 extended.

19 It was then not extended a second time. And I  
20 am inquiring as to why and it's the question that I  
21 asked before when the Court said, not yet, it's a  
22 hypothetical. Now it's not a hypothetical.

23 Her understanding, the understanding of the  
24 project manager of the Redevelopment Agency as to  
25 what happened here to create what Mr. Sheehan has  
26 testified is a gap is relevant.

27 ATTY. WILLIAMS: Well he --

1 THE COURT: Yes. Let me -- I think the way to  
2 phrase it, clearly she can't be saying this is the  
3 law is, but she can say this is what we understood  
4 was happening.

5 ATTY. RUBIN: Well that -- and I believe that's  
6 why I asked it, but I will -- I will tailor it to  
7 that specifically.

8 THE COURT: Okay.

9 BY ATTY. RUBIN:

10 Q Your understanding was that if this has not been  
11 extended in 2016, it would have expired, correct?

12 A Yes.

13 THE COURT: Leading, leading. Let's not testify  
14 for the witness. She is your witness. Now you can't  
15 be suggesting the answer to her.

16 ATTY. RUBIN: Okay. I didn't know there was a  
17 -- okay.

18 THE COURT: Well --

19 ATTY. RUBIN: I mean she is arguably a hostile  
20 witness. She is a -- she is the representative of  
21 the plaintiff and I represent the defendant.

22 ATTY. WILLIAMS: Well --

23 THE COURT: True.

24 ATTY. WILLIAMS: -- that hasn't been argued yet.

25 THE COURT: No, I think she is right though.

26 Okay.

27 ATTY. WILLIAMS: She is not a managerial level

1 person. She is not a equivalent of a party. So I  
2 would move to strike the question and answer.

3 THE COURT: Yes. No, but I think -- I think you  
4 are right that, Mr. Rubin, within the realities of --  
5 now when we say a hostile witness, it doesn't mean  
6 you are being uncooperative or being a rough person.

7 THE WITNESS: Okay.

8 THE COURT: It's a term of art. It just means  
9 you work for the opposing party, okay?

10 THE WITNESS: Okay.

11 THE COURT: Okay.

12 ATTY. RUBIN: Okay. Thank you.

13 BY ATTY. RUBIN:

14 Q And it was -- at some point in time it was critical  
15 to the Redevelopment Agency that this plan not expire,  
16 right?

17 A Yes.

18 Q Because the ramifications of expiration were  
19 problematic, correct?

20 A There were issues, yeah, there would have been  
21 issues.

22 Q There would have been problems, right?

23 A I wouldn't call them problems, but it wouldn't be a  
24 clear cut -- it wouldn't have been clear cut.

25 Q There would have been -- well expound on that. What  
26 wouldn't have been clear cut?

27 A It wouldn't have been clear cut as to whether a

1 project that was coming in had to be -- had to go through  
2 design review.

3 Q And why is that?

4 A Because the plan we thought had expired.

5 Q There are other potential ramifications of an expired  
6 plan, right?

7 A Yeah. They mostly go to the design and the form of a  
8 building --

9 Q Okay.

10 A -- of a project.

11 Q It was something that you were trying to avoid?

12 A Yes.

13 Q And it was something that you were trying to avoid to  
14 the extent that you called it critical that it be avoided,  
15 right?

16 A Yes.

17 Q And when it came time to potentially renew, just  
18 simply renew it again, the same way it was renewed  
19 initially, that was not done, correct?

20 A Correct.

21 Q And what was -- and so as a result of that, is your  
22 understanding that the plan then expired having not been  
23 renewed again in June 2018?

24 ATTY. WILLIAMS: Well is she being asked her  
25 understanding as she sits here today or --

26 THE COURT: I think so.

27 ATTY. WILLIAMS: Pardon me?

1 THE COURT: Well yes. I am sorry. Go ahead.

2 ATTY. WILLIAMS: -- or what was her  
3 understanding back when they wrote the memos and  
4 asked for the extension because it's an important  
5 distinction.

6 THE COURT: Well I think there's a third option,  
7 is I think his question is what was your  
8 understanding as of June 2018.

9 ATTY. RUBIN: At the time, right.

10 THE COURT: Yes.

11 ATTY. RUBIN: Right. My question is at the  
12 time.

13 ATTY. WILLIAMS: Okay.

14 THE WITNESS: We were far enough along into a  
15 draft and had already been out to public comment on  
16 an initial draft. We thought we were further enough  
17 along into that draft that we would have had some  
18 standing if a project came in.

19 BY ATTY. RUBIN:

20 Q Wouldn't it have just been simple to just extend the  
21 plan for another 18 months?

22 ATTY. WILLIAMS: Objection; calls for  
23 speculation, hypothetical.

24 THE COURT: Overruled.

25 (Pause)

26 THE COURT: You can answer.

27 THE WITNESS: I am thinking. No. It wouldn't

1           have been simple.

2 BY ATTY. RUBIN:

3           Q    So it was -- was it a choice? Did you -- did the  
4 Redevelopment Agency make a conscious choice in June of 2018  
5 or prior to June of 2018 with this approaching deadline not  
6 to extend the redevelopment plan for an additional period of  
7 time?

8           A    Yes.

9           Q    And who made that choice?

10          A    As -- Tim and me, Tim and me, Tim and myself.

11          Q    How was that choice made?

12          A    We looked how far we were into the plan. We looked  
13 at how far we were into the draft plan. We look at the time  
14 associated with that and thought we would have a plan  
15 approved in the same amount of time that it took to get  
16 another extension.

17          Q    And when you are talking about a plan, you are  
18 talking about now a new plan?

19          A    Not a new plan, an updated and amended plan.

20          Q    The 2019 plan that we have looked at?

21          A    Yes.

22          Q    Okay. With -- okay. So between 2016 and June of  
23 2018, that 18 month period, the decision was made not to  
24 amend the old plan, but it was made to roll out a new  
25 redevelopment plan with a new redevelopment area, correct?

26          A    An undated plan. An updated of two plans, yes.

27          Q    An updated plan with a brand new redevelopment area,

1 correct?

2 A I wouldn't call it a brand new redevelopment area. I  
3 would -- it's 90 percent the same geography as the previous  
4 two redevelopment areas.

5 Q So it contains about 10 percent of property that was  
6 not subject to the original plans if combined at the time,  
7 right?

8 A Correct.

9 Q And it actually carves out area that was part of the  
10 plans at the time but no longer is part of the plan?

11 A I don't believe so. I believe -- I think what you  
12 are asking me is if there was geography in the previous two  
13 plans that is not in the 2019 redevelopment plan.

14 Q Yes.

15 A I don't think so.

16 Q And in any event, it did combine two completely  
17 separate plans, redevelopment areas, into one redevelopment  
18 area?

19 A Two adjacent neighborhoods, yes.

20 Q Listen to my question --

21 A Okay.

22 Q -- and try to answer my question.

23 A All right.

24 Q It did combine two separate redevelopment areas into  
25 one new redevelopment area, correct?

26 A Yes.

27 ATTY. RUBIN: May I approach, Your Honor?

1 THE COURT: Sure.

2 (Pause)

3 THE COURT: Yes, this is 58.

4 ATTY. RUBIN: Oh, it's with the witness. I am  
5 sorry.

6 BY ATTY. RUBIN:

7 Q Do you have 58?

8 A Uh-huh.

9 Q Drawing your attention to page 6, do you see that?

10 A I do.

11 Q If I draw your attention to the green area, the Wall  
12 Street area, do you see that?

13 A Yes.

14 Q And on the westerly -- the easterly side where it  
15 says East Wall Street, do you see that?

16 A Yes.

17 Q And there is an area between East Wall Street and  
18 Smith Street, right?

19 A Yep.

20 Q Isn't it correct that there were -- and that area is  
21 in green because that was part of the original Wall Street  
22 redevelopment area, right?

23 A Yes, I -- yes.

24 Q And in the new redevelopment area that portion has  
25 been removed from the new redevelopment area, correct?

26 A Yes, that's true.

27 Q So there are areas that were part of the original



1 Wall Street redevelopment area that were not incorporated  
2 into the new combined redevelopment area, right?

3 A Yes, yes, and the reason why that piece is not in the  
4 new redevelopment area is because it's a park. It's a  
5 historic park --

6 Q Okay.

7 A -- and was not going to be redeveloped.

8 Q Did you ever have any conversations with Mr. Sheehan  
9 concerning or relating to a concern that the redevelopment  
10 plan, the 2004 plan, expired?

11 A At what point?

12 Q At any point.

13 A When it -- in 2016 we had a conversation that the  
14 redevelopment plans needed to be updated.

15 Q Okay. And after June of 2018, did you have any  
16 conversations with Mr. Sheehan relating in any way to the  
17 possible expiration of the 2004 redevelopment plan?

18 A Not as a possible expiration, but we knew that there  
19 was going to be -- we knew we hadn't gotten our approval as  
20 -- in the time that we had anticipated and that would be a  
21 gap between June 2018 and whenever the plan got approved.

22 Q Whenever the new plan got approved?

23 A Whenever the updated plan got be approved, yeah.

24 Q The updated plan. I am not -- I am not --

25 THE COURT: So originally you thought the 18  
26 months would be enough to get the new plan -- the new  
27 -- or the revision or whatever in place?

1 THE WITNESS: Correct.

2 THE COURT: Okay.

3 BY ATTY. RUBIN:

4 Q What happened in that 18 month period that changed  
5 that understanding at the time?

6 A We had a couple of things. We had gone out to public  
7 comment and got a lot of public comment back that we needed  
8 to be incorporated into the plan.

9 We were responding to, you know, the public and what  
10 they wanted to see. We decided to make the plan even a  
11 stronger plan by incorporating a market study.

12 So we had to go out and do that. And government, I  
13 mean government things take time and move at a slow pace,  
14 so.

15 Q Are you familiar with a statute in Chapter 130 about  
16 amending plans versus rolling out new plans?

17 A No.

18 Q Were there ever any steps taken by the Redevelopment  
19 Agency to extend the June 2018 date after that date came and  
20 went?

21 A No.

22 Q Can you testify as to the circumstances around the  
23 change -- let me withdraw that.

24 It's a terrible question. At some point in time  
25 there was a decision to combine these two redevelopment  
26 areas, at least in theory, like without that being specific  
27 in terms of --

1 A Yeah.

2 Q -- there was a decision made to combine two plans?

3 A Yes.

4 Q And why did that happen? What were the circumstances  
5 surrounding that happening?

6 A We had started the planning process, had engaged a  
7 working group. RPA went over with the working group the  
8 changes in the two areas and put it out as an option to  
9 combine the two areas because the two neighborhoods were  
10 more interconnected than ever before because of the new  
11 development because of the connectivity opportunities.

12 And the working group decided that that would be a  
13 good way to go.

14 Q And when did that happen?

15 A I don't remember. I don't remember. I would have to  
16 go back through the minutes of those working group meetings.

17 Q DO you recall generally, did it happen well before  
18 June of 2018?

19 A Oh, yeah, yeah. I would say it happened at the  
20 beginning of 2017.

21 Q Okay. And the expectation was that, I think I  
22 recall, the expectation was that new plan was going to be  
23 rolled out in or about April of 2018 prior to the expiration  
24 of the extension, right?

25 A Correct.

26 Q And is it your testimony that as that time, that  
27 April 2018 date by which this rollout was supposed to occur,

1 as it became more obvious that that was not going to occur,  
2 there were no discussions about extending the -- the  
3 extension, the 18 month extension?

4 ATTY. WILLIAMS: I think it has been asked and  
5 answered, Your Honor.

6 ATTY. RUBIN: I asked about discussions.

7 THE COURT: I don't think so.

8 ATTY. RUBIN: Yep.

9 THE COURT: Overruled.

10 THE WITNESS: We -- we didn't know how long it  
11 was going to take and we thought that we -- that  
12 getting it approved -- getting the updated and  
13 amended plan approved would take the same amount of  
14 time as going through the process of re-extending,  
15 for lack of a better word, re-extending that June  
16 2018 deadline.

17 So we -- we said that we were just going to go  
18 forward with the amend -- updated plan.

19 BY ATTY. RUBIN:

20 Q So there were discussions, right?

21 A Yes.

22 Q And the discussions were we know that this gap may  
23 occur, but we are consciously making the decision to have  
24 this gap?

25 A Yes.

26 Q And what's the process for the approval of the new,  
27 slash, updated redevelopment plan? I'll just call it the

1 Wall Street/West Avenue Neighborhood plan.

2 A What's the process?

3 Q So that I am not characterizing it. Yeah, what was  
4 the process?

5 A The statutory process or the --

6 Q What is your --

7 A Or what we --

8 Q What is your understanding of the process?

9 A For getting it approved?

10 Q Correct, for rolling it out.

11 A So going to public comment, having a public hearing,  
12 going to the Agency for -- you know, to approve the public  
13 comment period in the public hearing, holding the public  
14 hearing, making any changes that are necessary, going to the  
15 Planning Committee of the Common Counsel, going to the  
16 Common Counsel, and then back to the Agency for final  
17 approval in its abbreviated version of --

18 Q Okay.

19 A -- the approval process.

20 Q Can you identify this document?

21 A It is a memo written by me to the Planning Committee  
22 of the Common Counsel dated March 8th, 2019.

23 ATTY. RUBIN: I'd offer it, Your Honor.

24 THE COURT: Any objection?

25 ATTY. WILLIAMS: I just wanted to see if it was  
26 the same thing that was already put in.

27 (Pause)

1           ATTY. WILLIAMS: No objection.

2           THE COURT: Okay. Comes in as full.

3 BY ATTY. RUBIN:

4           Q Do you want the opportunity to review it?

5           A Sure.

6           (Pause)

7           A Okay.

8           Q Okay. I am going to refer you to the overview  
9 paragraph. It says, in Spring 2017 the Redevelopment Agency  
10 began the process of restating the redevelopment plans for  
11 Wall Street and West Avenue.

12           That was -- you are referring to that as separately,  
13 right?

14           In other words when you are talking about in Spring  
15 2017, is that as a combined or is that a separate?

16           A There --

17           Q It's two separate plans or one?

18           A They were separate plans.

19           Q Two separate plans at the time?

20           A Yes.

21           Q Okay. And it says, these two ten-year plans were  
22 last updated in 2004 and 2006 respectfully. In 2016 the  
23 plans were approved by the appropriate city bodies to be  
24 extended while a new plan was being prepared, right?

25           A Uh-huh.

26           Q Yes?

27           A Yes.

1 Q And the new plan that you are referring to in your  
2 memo is what we have marked as Exhibit 58 I think, the Wall  
3 Street/West Avenue Neighborhood Plan?

4 A Yes.

5 Q And the next sentence says, this proposed  
6 redevelopment plan is in accordance with Connecticut state  
7 statute 8-127, right?

8 A Uh-huh, yes.

9 Q And that is the statute for rolling out new plans, is  
10 that your understanding?

11 A Yes.

12 THE COURT: So --

13 Q And --

14 THE COURT: I am sorry. 58-127 is what you  
15 said?

16 ATTY. RUBIN: 8-127.

17 THE COURT: Yes. Okay. That's the one we have  
18 been talking about for all of it, right, the  
19 extensions and the whole thing?

20 ATTY. RUBIN: Yeah, but the --

21 THE COURT: It's the same statute.

22 ATTY. RUBIN: That statute is the same as the  
23 testimony, yes.

24 THE COURT: Okay.

25 ATTY. RUBIN: There is a modification statute  
26 that is 136.

27 THE COURT: I see.

1           ATTY. WILLIAMS: Well I object to that as being  
2 inaccurate and being limited because 8-127 talks  
3 about amending a plan also.

4           There is a separate statute, but the question  
5 and the representation to the Court was just made  
6 that 8-127 only has to do with a new plan whereas it  
7 specifically states in there a plan would be amended  
8 using the same process.

9           THE COURT: Yes. I didn't understand to say it  
10 was solely for a new plan. I thought he also said it  
11 could be amendments.

12          ATTY. WILLIAMS: He asked about a separate --

13          THE COURT: He said modification is another one.

14          ATTY. WILLIAMS: -- statute for the -- he asked  
15 about a separate statute for the modification. So I  
16 think there was a little bit of --

17          THE COURT: He was answering -- no. He was  
18 trying to explain it to me.

19          ATTY. RUBIN: Right.

20          THE COURT: I am okay.

21          ATTY. WILLIAMS: Okay. I just wanted to make  
22 sure there wasn't any mischaracterizing there.

23          ATTY. RUBIN: No, nothing nefarious about that.

24 BY ATTY. RUBIN:

25          Q    The next few paragraphs, the public engagement  
26 paragraph, why was that included in this memo?

27          A    It is a critical part of the development of any plan



1 is public engagement.

2 Q And that is under 127, 8-127?

3 A No. It's not statutorily required, but it's -- I  
4 don't think it's in 8-127, but it's good planning. You  
5 can't make a redevelopment plan without public engagement.

6 Q Okay. And on the next page it lists just a number of  
7 dates during February 1st, 2018 and going through February  
8 7th, 2019, do you see that?

9 A Yes.

10 Q And what do those dates reflect in general?

11 A They are dates of what was reviewed with various --  
12 with the Planning Committee members over the course of the  
13 development of the plan.

14 Q Okay. Just kind of a description of who was -- what  
15 was discussed with and when?

16 A What was discussed, yep, what the -- the portions of  
17 the plan that were -- that -- the portions of the plans that  
18 were discussed with the Committee.

19 Q Okay. Can you identify that document, please?

20 A These are the minutes of a Common Counsel meeting  
21 held on March 12<sup>th</sup>, 2019.

22 ATTY. RUBIN: I'd offer it, Your Honor.

23 ATTY. WILLIAMS: Is it the full set of minutes?

24 ATTY. RUBIN: Yes.

25 ATTY. WILLIAMS: No objection.

26 THE COURT: This is A-W. All right. May come  
27 in as full.

1           ATTY. WILLIAMS: Did you say W, Your Honor?

2           THE COURT: I think so.

3           THE CLERK: Yes.

4           ATTY. WILLIAMS: It's --

5           THE COURT: It's March what?

6           ATTY. RUBIN: Oh, you know why, because --

7           ATTY. WILLIAMS: Was there a V?

8           ATTY. RUBIN: No. There was a -- the ID.

9           THE COURT: Yes.

10          ATTY. RUBIN: The last one was V because the  
11 statutes are --

12          THE COURT: U was ID only.

13          ATTY. WILLIAMS: Because now I think I have  
14 several of them wrong. What's the marking on the  
15 last memo of March 8<sup>th</sup> then?

16          THE COURT: A-V.

17          THE CLERK: That is A-V.

18          ATTY. WILLIAMS: That's A-V.

19          THE COURT: And what is the date of A-W?

20          ATTY. RUBIN: March 12th, 2019.

21          THE COURT: Okay.

22 BY ATTY. RUBIN:

23         Q    And drawing your attention to page 13.

24         A    I don't have the document.

25         Q    Oh, you don't? I left it with you. Sorry. Thanks.

26                 ATTY. WILLIAMS: Can I just look at something  
27 real quick before you --

1           ATTY. RUBIN:    Sure.

2           THE WITNESS:   What do you need?

3           ATTY. WILLIAMS:  Which one is a bunch of  
4           statutes?

5           (Pause)

6           ATTY. WILLIAMS:  Were the -- the statutes were  
7           marked for ID as what if I may ask?

8           THE WITNESS:   I don't think they were.

9           THE CLERK:    A-U.

10          ATTY. WILLIAMS:  A-U, thank you.

11 BY ATTY. RUBIN:

12          Q    Are you aware of whether anyone requested any  
13          redeveloper's approval relating to the 2016 extension?

14          A    I don't understand the question.

15          Q    Okay.  In 2016 there was this extension for 18  
16          months, right?

17          A    Yes.

18          Q    Do you know if anyone requested approval of a  
19          redeveloper of the project at the time relative to that  
20          extension?

21          A    No.

22          Q    No, you don't know --

23          A    No, I don't know.

24          Q    -- or no they didn't ask?

25          A    And, no, I don't think so.

26          Q    Okay.  Are you aware of whether the Redevelopment  
27          Agency or anyone in Norwalk -- let me start with just the

1 Redevelopment Agency -- requested any redeveloper's approval  
2 of the 2019 plan?

3 A What do you mean?

4 Q Is there a redeveloper for the Wall Street  
5 redevelopment plan at this point in time that you are aware  
6 of?

7 A Not that I am aware of.

8 Q Okay. Would it then be fair to say that no inquiry  
9 was made as to any redeveloper relating to the redevelopers  
10 approval of the 2019 plan?

11 A You are going to have to ask me that again and make  
12 it clearer.

13 Q Okay. I will move on.

14 A Okay.

15 Q I won't ask that question again. Was there a  
16 redeveloper in 2016 when the -- when the Wall Street  
17 redevelopment plan was extended for 18 months?

18 A I am not privy to the details of the LDA, so I can't  
19 answer that.

20 Q Okay. Drawing your attention to page 13, under 5 it  
21 says -- on the agenda was approval of the Wall Street/West  
22 Avenue redevelopment plan, do you see that?

23 A Yes.

24 Q Okay. And clearly it wasn't the approval of the  
25 amendment of the 2004 redevelopment plan, right?

26 A It was.

27 Q Is it your testimony that the approval of the Wall

1 Street/West Avenue redevelopment plan is synonymous with the  
2 approval of the amendment of the 2004 plan?

3 A Yes.

4 Q Okay. And you were at this meeting, right, on page  
5 14 it indicates that you were there?

6 A I was there.

7 Q And three paragraphs up, the one that starts with Mr.  
8 Hostin?

9 A On what page?

10 Q Page 14.

11 A Okay. Yep, Mr. Hostin.

12 Q There is language that says, he said the concerns  
13 about eminent domain need to be addressed but how eminent  
14 domain is handled is not in the plan, do you see that?

15 A Yes.

16 Q Was how eminent domain was going to be handled in the  
17 2019 plan?

18 A Can I refer to the -- can I refer to the plan?

19 Q Of course.

20 A Okay. So there is --

21 THE COURT: I don't think I have --

22 A -- some language --

23 THE COURT: I don't have --

24 A -- in the plan --

25 THE COURT: THE COURT: I don't have a copy.

26 Excuse me.

27 A -- about the use of eminent domain. And so that I

1 remember it accurately --

2 THE COURT: Excuse me Ms. Strauss. Hang on a  
3 second.

4 THE WITNESS: Okay.

5 THE COURT: I don't know that I see a copy of A-  
6 W here.

7 ATTY. RUBIN: I have another copy.

8 THE COURT: Thank you. Thanks.

9 ATTY. RUBIN: It may have been that I just  
10 inadvertently forgot to provide the Court with a  
11 courtesy copy.

12 THE COURT: I am sorry to interrupt you. Please  
13 go ahead.

14 THE WITNESS: That is okay. On page five of the  
15 redevelopment plan, can I just read it?

16 ATTY. RUBIN: sure.

17 THE WITNESS: It says, realizing the vision  
18 described in this plan and implanting its recommended  
19 actions will require a range of partnerships and  
20 substantial collaboration across agencies,  
21 departments, institutions, the private sector, and  
22 the local community.

23 The ability to exercise acquisition of property  
24 by use of eminent domain rests with the Common  
25 Counsel of the City of Norwalk.

26 The Norwalk Redevelopment Agency must follow the  
27 procedures for acquiring real property by eminent

1 domain under redevelopment plan as set forth in  
2 Chapter 130, Section 8-127a of the Connecticut state  
3 statutes.

4 The Norwalk Redevelopment Agency does not intend  
5 to use eminent domain for acquisitions under this  
6 redevelopment plan and could not use eminent domain  
7 without the approval of the City Counsel.

8 BY ATTY. RUBIN:

9 Q Okay, okay. Is that something that changed in the  
10 plan between this point -- then -- when this was before the  
11 Common Counsel and the final plan?

12 A This was the same language that was used in the 2007  
13 amendment to the 2004 Wall Street redevelopment plan.

14 Q Can I draw your attention to the bottom of page 14,  
15 the final paragraph on Exhibit A-W?

16 A Yes.

17 Q It says, Mr. Yaranedes (phonetic) said they should  
18 have a discussion on eminent domain. Ms. Strauss said that  
19 it is not on the table in the development of this plan. The  
20 Redevelopment Agency does not have the authority over  
21 eminent domain.

22 It sounds like it is reconcilable, but can you  
23 reconcile -- when you say eminent domain is not on the table  
24 in the development of this plan, what were -- what did you  
25 mean?

26 A Meaning the Norwalk Redevelopment Agency does not  
27 intend to use eminent domain for acquisitions under the

1 redevelopment plan.

2 Q Okay. So it wasn't that it was excluded from the  
3 plan. It was just something that was going to be consistent  
4 with the 2007 regulations relating to Common Counsel having  
5 authority over eminent domain?

6 A We had not identified -- we were not planning on  
7 using eminent domain as part of this plan and even if we  
8 did, it would have to be consistent with the 2007 amendment.

9 Q Okay. Well were you -- understanding how the process  
10 would work if you did decide to support the taking of a  
11 property by eminent domain, are there any properties that  
12 have been identified within the Wall Street/West Avenue  
13 Neighborhood Plan in which eminent domain is to be utilized?

14 ATTY. WILLIAMS: Objection; calls for  
15 speculation and hypothetical.

16 THE COURT: Well I am a little confused. She  
17 said there aren't -- they don't intend to use eminent  
18 domain under the plan.

19 ATTY. RUBIN: That is what I thought she said as  
20 well. I am just confirming that.

21 ATTY. WILLIAMS: Then it has been asked and  
22 answered.

23 ATTY. RUBIN: It may have been asked and  
24 answered, but I just wasn't sure.

25 THE COURT: Well, let me -- Ms. Strauss, I guess  
26 the idea is even if there is no present intent to use  
27 eminent domain, are there any properties, for



1           example, A, where eminent domain would be authorized  
2           or would be considered that you can think of?

3           THE WITNESS: No.

4 BY ATTY. RUBIN:

5           Q    Have any properties been identified as potential  
6 targets for eminent domain?

7           A    No.

8           Q    On page 15, seventh paragraph down, Mr. Hastin asked  
9 if any new affordable housing would be included in the plan.  
10 Ms. Strauss said that most of the two to four family houses  
11 in Zone D are not associated with the plan. What did you  
12 mean by that?

13          A    Zone D is a zoning district and we have advanced a  
14 separate zoning amendment as called for in the plan that  
15 combines the central business districts, A, B, and C, and it  
16 doesn't touch D. It doesn't touch the D Zone, which is  
17 mostly two to four family houses.

18          Q    So in connection with this redevelopment area, the  
19 combination of West Street -- West Avenue and Wall Street  
20 into one redevelopment area, is there to be affordable  
21 housing in connection with the redevelopment of that new  
22 area?

23          A    As -- what is required by zoning. We have  
24 inclusionary housing zoning requirements.

25          Q    But not -- nothing above and beyond zoning?

26          A    No.

27          Q    Okay. And so --

1 A That doesn't mean it can't happen.

2 Q It is just not part of the plan --

3 A Right.

4 Q -- as it exists?

5 A Exactly.

6 Q And it was approved, right, it was passed by the  
7 Common Counsel?

8 A What was?

9 Q The new plan --

10 A Yes.

11 Q -- was approved?

12 A Yes.

13 Q After approval by the Common Counsel, did the issue  
14 then go back to the Redevelopment Agency for approval?

15 A Yes.

16 Q And was there a meeting notice provided?

17 A I believe so.

18 Q Okay. And it was approved as at a special meeting in  
19 March 2019, March 19th?

20 A Yes.

21 Q What does a special meeting mean?

22 A We were -- for some couldn't have the meeting on the  
23 second Tuesday of the month, which is a regular meeting, so  
24 any time it is rescheduled from that second Tuesday of the  
25 month, it is considered a special meeting.

26 Q Drawing your attention to what has been marked, I  
27 think it's A-X, can you identify that?

1       A     They are the minutes of the special meeting of the  
2 Redevelopment Agency held on March 13th, 2019.

3             ATTY. RUBIN:  I'd offer them.

4             ATTY. WILLIAMS:  Is it marked as A-X?

5             THE COURT:  Yes.

6             ATTY. WILLIAMS:  No objection.

7             THE COURT:  Okay.  May come in as full.

8 BY ATTY. RUBIN:

9       Q     And you were at this meeting, right?

10      A     Yes, I was.

11      Q     Okay.  And drawing your attention to page eight --

12      A     Okay.

13      Q     -- you go through a summary of how the plan meets the  
14 statutory requirements that are set forth in Chapter 130  
15 regarding constituting a redevelopment plan, right?

16      A     Yes.

17      Q     And that is set forth as you reflect in Section 8-  
18 125?

19      A     Yes.

20      Q     Okay.  And this -- the first paragraph traces that  
21 statute, right?

22      A     Yes.

23      Q     And consistent with your past testimony under B, you  
24 state there are not anticipating takings in this plan,  
25 correct?

26      A     Correct.

27      Q     In other words, B says the statute requires the

1 specification of each parcel proposed to be acquired. This  
2 is not applicable to this plan as there are no anticipated  
3 takings in this plan, right?

4 A Yes.

5 Q Drawing your attention to page nine, it says, Ms.  
6 Strauss said as it relates to a planning document, rather  
7 than a specific redevelopment project, the Redevelopment  
8 Agency may approve such redevelopment plan if following such  
9 hearing it finds that, and then there's, one, the areas in  
10 which the proposed redevelopment is to be located is a  
11 redevelopment area, do you see that?

12 A Yes.

13 Q Can you explain that to me?

14 What do you mean when you say as it relates to a  
15 planning document rather than a specific redevelopment  
16 project?

17 A If I remember correctly, there are provisions  
18 specific to a development project in the statute as opposed  
19 to a planning document, so.

20 Q So you were drawing the distinction between a  
21 development project within the redevelopment area consistent  
22 with the plan?

23 A Yes.

24 Q Okay. Were there any development projects that were  
25 approved at the time relative to the 2019 plan?

26 A No new projects that I know of beyond -- beyond Wall  
27 Street Place.

1 Q Okay. Well are you -- what is your understanding of  
2 the current status of Wall Street Place?

3 A I don't have a very deep understanding of it at all.

4 Q What is your understanding of it?

5 A I understand that my boss has been in court for the  
6 last few months, that's it.

7 Q Okay. Are you aware of any discussions that are  
8 taking place relative to work commencing, recommencing on  
9 phase one?

10 A No, I am not.

11 Q Okay. Drawing your attention to page 10 of 15, under  
12 No. 2 where it starts with the carrying out.

13 A Yes.

14 Q It says the carrying out of the redevelopment plan  
15 will result in materially improving conditions in such area.  
16 This plan sets forth the vision of participating stake  
17 holders for how the plan area should be built out over the  
18 next ten years.

19 Do you see that?

20 A I do.

21 Q And so is it fair to say that this plan is a -- is a  
22 ten year plan, you know, at least it's a ten year plan,  
23 correct?

24 A Yes.

25 Q And the plan reflects how the redevelopment area  
26 within the plan is going to be built out over the next ten  
27 years, right?

1       A    I would say that it's a ten year document but the  
2 implementation of the plan is going to go well beyond ten  
3 years.

4       Q    Okay. Can you show me where in any of these meeting  
5 minutes there is any reference or discussion about the  
6 inclusion of any projects from the old plan applying to the  
7 new plan?

8       A    I don't recall any specific projects being mentioned  
9 in the older plan. In the new plan in opportunity -- in the  
10 opportunity sites, there are references to things that --  
11 excuse me, sorry -- things that we know are in construction  
12 or in the pipeline.

13       Q    Was there any discussion at any of the meetings that  
14 you had, whether it be the Common Counsel, whether it be the  
15 Redevelopment Agency, about how the implementation of this  
16 new plan would affect the prior project of the redevelopment  
17 of Wall Street?

18       A    No.

19               THE COURT: That -- your question is directed to  
20 talks to the Common Counsel was it?

21               ATTY. RUBIN: Talks to the Common counsel or the  
22 Redevelopment Agency.

23               THE COURT: Well I though you just -- wasn't it  
24 -- I thought that -- your first one was just the  
25 counsel, but maybe I --

26               ATTY. RUBIN: Well let me ask it just to clarify  
27 -- make sure that we have a clear record.

1 BY ATTY. RUBIN:

2 Q Were there any -- do you recall any discussions about  
3 the inclusion of any projects under the 2004 plan in the  
4 2019 plan in any meetings involving the Common Counsel?

5 A Ask me that again, please.

6 Q Sure. We have minutes that reflect a meeting, right,  
7 with the Common Counsel, correct?

8 A Yes.

9 Q And that -- those minutes reflect discussions and  
10 everything that occurred at the specific meeting that was  
11 designed to approve the new Wall Street/West Avenue  
12 Neighborhood Plan, correct?

13 A Yes.

14 Q Was there any discussion at that meeting relating to  
15 what is going to happen, whether or not any projects from  
16 the old plan, such as the Wall Street development, was going  
17 to be included in the new plan?

18 A I don't remember if there was any specific  
19 discussion. That always comes up, yeah, but it is not  
20 mentioned in the 2019 plan.

21 Q There were --

22 A Yes, the --

23 Q There are no discussions referenced in -- there are  
24 no discussions referenced in the minutes that reflect that  
25 it was even an issue that was discussed, right?

26 A I would have to read the minutes again, but I don't  
27 see that specific project coming up, no.

1 Q Do you recall any discussions at the Redevelopment  
2 Agency meeting about whether or not the Wall Street  
3 redevelopment project under the 2004 plan was going to be  
4 included in the 2019 plan?

5 A It's referenced in the 2019 plan but not specifically  
6 to that project or the details of that project. It is  
7 referenced as a -- as a development under construction on  
8 Opportunity Site 3.

9 Q Okay.

10 A And now --

11 Q And where are you referring on page -- on 58, Exhibit  
12 58?

13 A On page 22 there is a map and on page 24 it describes  
14 Opportunity Site 3.

15 Q Okay. So that is an Opportunity site that is set  
16 forth in the 2019 plan, right?

17 A Yes.

18 Q Does that -- does that incorporate into it the  
19 existing project at the time or does it simply identify this  
20 site as one for future development?

21 A It says here, recent pending developments, Wall  
22 Street Theater and residential development in progress as  
23 the corner of Wall and Isaac Street.

24 Q Gotcha. And is that the sum and substance of the  
25 reference to the inclusion of the Wall Street redevelopment  
26 plan that existed consistent with the LDA?

27 You don't understand the question.



1 A I don't understand the question.

2 Q Okay. Well let's look at that language in 58.

3 A Okay.

4 Q Let's go to 58.

5 THE COURT: Fifty eight?

6 ATTY. RUBIN: Exhibit 58.

7 THE COURT: Oh, sorry.

8 ATTY. RUBIN: Page 24, Exhibit 58.

9 THE COURT: Right. I am with you.

10 ATTY. RUBIN: Actually let's go to page 23.

11 BY ATTY. RUBIN:

12 Q It says, opportunity sites for redevelopment at the  
13 top of page 23, right?

14 A Yes.

15 Q And it then identifies those sites in the third  
16 paragraph, right?

17 A Yes.

18 Q And it says, these sites identified by the Norwalk  
19 Redevelopment Agency include, and No. 3 is Wall Street, West  
20 Avenue, Leonard, and Commerce Street site, right?

21 A Yes.

22 Q Is that the subject site relative to the Wall Street  
23 redevelopment area, relative to parcel 2?

24 A Yes.

25 Q Okay. And it says these sites have been identified  
26 for redevelopment based on the following factors:  
27 development potential, land area, and location, right?

1 A Yes.

2 Q And it says the concepts described below for these  
3 sites are intended to provide overall direction for future  
4 developments, right?

5 A Yes.

6 Q And that is new projects, right?

7 A It's a mix of existing projects and new projects.

8 Q Can you show me where in this -- on these pages it  
9 reflects the existing project?

10 A Well right here it says on page 24, it says, recent  
11 and pending developments, Wall Street Theater and  
12 residential development in progress at the corner of Wall  
13 and Isaac Street.

14 Q Okay. Well then let's look at that. That is a --  
15 the picture above No. 3, that big white structure, that is  
16 the building covered in Tyvek? Is that --

17 A I -- yeah.

18 Q Okay. And in describing recent pending developments  
19 it says, Wall Street Theater and residential development in  
20 progress at the corner of Wall and Isaac Street, right?

21 A Yes.

22 Q And is that the only reference to the development of  
23 parcel 2-A in this new plan?

24 A That and it's listed on page 12 in a recent  
25 developments and pipeline projects table and it says under  
26 construction.

27 Q Okay, gotcha. So going back to page 24, it says,

1 residential development in progress at the corner of Wall  
2 Street and Isaac Street, right?

3 A Yes.

4 Q And isn't it correct that that development in  
5 addition to providing for residential development was also  
6 to develop 869 parking spaces, right?

7 A Again that is part to the LDA and I don't --

8 Q Is there any reference to parking requirements, 869  
9 parking spaces with 248 being made public in connection with  
10 the reference to the development of parcel 2-A in this new  
11 plan?

12 A No.

13 Q And --

14 THE COURT: Excuse. I apologize. I -- we need  
15 to take a break here because for some reason my  
16 screen just went sideways and I can't be recording  
17 this.

18 I mean this is very important testimony and I am  
19 sorry to interrupt, but I think we should take the  
20 afternoon break so I can get this straightened out.

21 ATTY. RUBIN: Okay.

22 THE COURT: I apologize. It's just -- it's this  
23 way.

24 ATTY. RUBIN: Understood.

25 THE COURT: Okay.

26 ATTY. RUBIN: Thank you.

27 THE COURT: All right. So we'll take the

1           afternoon break. We'll resume at 25 of 4:00.

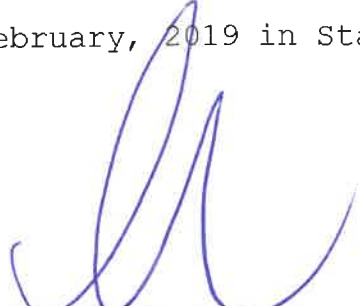
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NO: X08-FST-CV-18 6038249 S : SUPERIOR COURT  
REDEVELOPMENT AGENCY OF THE : JUDICIAL DISTRICT OF  
CITY OF NORWALK, ET AL : STAMFORD/NORWALK  
v. : AT STAMFORD, CONNECTICUT  
ILSR OWNERS, LLC, ET AL : MAY 22, 2019

C E R T I F I C A T I O N -- Page's 1-147

I hereby certify the foregoing pages are a true and correct transcription of the audio recording of the above-referenced case, heard in Superior Court, Stamford, Connecticut, before the Honorable Charles T. Lee, Judge, on the 22nd day of May, 2019.

Dated this 11th day of February, 2019 in Stamford, Connecticut.

  
\_\_\_\_\_  
Carrie Provenzale  
Court Recording Monitor

