

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 :

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1 (LISA FRANCHINA BEGINS TRANSCRIPTION)

2 THE COURT: I apologize for this mechanical  
3 mishap, but now I think its right side up. And what  
4 I would appreciate, Mr. Rubin, you actually had --  
5 you were just -- you were going through the 2019 plan  
6 and you're looking for --

7 Oh, I'm sorry, you were going through the --  
8 when I went -- when my computer went sideways, you  
9 were going through a -- through exhibit 58, which is  
10 the -- the renewal -- the 2019 plan.

11 And you were asking Ms. Strauss to identify  
12 references to -- 2-A projects in the 2019 plan. If  
13 you could just recap that, I would appreciate.

14 ATTY. RUBIN: I will.

15 THE COURT: By -- by page. I know she said page  
16 12 was part of it, and then there were some others.

17 ATTY. RUBIN: Okay, right, so --

18 THE COURT: That was the table.

19 Q If -- if -- the question had been --

20 THE COURT: Twenty-four, yeah.

21 Q -- for you to identify areas of the 2019 plan that  
22 referenced the redevelopment project in 2-A consistent with  
23 the 2004 redevelopment plan, do you recall that?

24 A Yes.

25 Q Okay, and I think I you pointed to two references;  
26 one was on page 24 --

27 THE COURT: Right.

1 THE WITNESS: Yeah.

2 Q And one as on page 12?

3 A Yes.

4 Q Okay, and --

5 THE COURT: And I guess on 23, right? Isn't  
6 there one?

7 ATTY. RUBIN: Oh, okay, I'll go back farther.  
8 One was on 23 and 24.

9 THE COURT: Yeah.

10 ATTY. RUBIN: And one was on 12.

11 THE COURT: Okay.

12 Q And -- and the one on 23 referenced -- well, the --  
13 the page states, opportunity sites for redevelopment on top,  
14 do you see that?

15 A Yes.

16 Q Okay, I'm -- I'm going to be a little repetitive  
17 because I'm going to try to orient the Court relative to the  
18 two references that you testified to.

19 And the opportunity sites for redevelopment  
20 identified by the Norwalk Redevelopment Agency included, and  
21 within this list of five, number three says, Wall Street,  
22 West Avenue, Leonard and Commerce Street site, right?

23 A Correct.

24 Q And within that number three is the redevelopment of  
25 parcel 2-A --

26 A Yes.

27 Q -- right? And parcel 2-A is not reflected in 1, 2,

1 4, or 5, right?

2 A Correct.

3 Q Okay, and so the Wall Street, West Avenue, Leonard  
4 and Commerce Street site is an opportunity site for  
5 redevelopment based on the following factors. Development  
6 potential, land area and location, do you see that?

7 A Yes.

8 Q And I think I asked you -- I -- I pointed to you the  
9 sentence underneath the word location that said the concepts  
10 described below for these sites are intended to provide  
11 overall direction for future developments, right?

12 A Yes.

13 Q And I -- and I asked you whether or not that future  
14 development was limited to new projects?

15 A No.

16 Q I -- I asked you and --

17 A Oh.

18 Q -- you said no.

19 A Okay.

20 Q Okay, and you said no because it references prior  
21 projects?

22 A Yes.

23 Q Okay, and I asked you to point out the places where  
24 it identifies or references the project that is at issue in  
25 this case?

26 A Yes.

27 Q And we went to page 24. Number 3 says Wall Street,

1 West Avenue, Leonard and Commerce Street site, right?

2 A Yeah.

3 Q And again, parcel 2-A is within that, right?

4 A Yes.

5 Q And you pointed out the first sideways triangle --  
6 well, let me read it. It says the block bounded by West  
7 Avenue, Wall Street, Leonard Street and Commerce Street  
8 contains a combination of recently redeveloped, pending  
9 development projects, historic properties and a mix of uses  
10 along Leonard and Commerce Street, right?

11 A Yes.

12 Q And the recent pending development that was  
13 identified is identified as Wall Street Theater and  
14 residential development in progress at the corner of Wall  
15 and Isaac Street, right?

16 A Yes. Yes.

17 Q And that is your -- what you were referring to when  
18 you referenced that there was a reference in the 2019 plan  
19 to the parcel to a development?

20 A Yes.

21 Q Okay, and I asked you, are you aware -- well, I'll  
22 ask you now. Are you aware that the redevelopment of parcel  
23 2-A, under the 2004 plan, contemplated 869 parking spaces?

24 A And that it's -- and I said that's the -- that's in  
25 the LDA and I am not really -- I'm not really privy to all  
26 of the details in the LDA.

27 Q Okay, but I'm not asking you whether you're privy to

1 all the details in the LDA. Are you aware that the LDA  
2 required parking in connection with the redevelopment of  
3 parcel 2-A?

4 A Yes.

5 Q And in fact, the recent pending development section  
6 makes absolutely no reference to parking, right?

7 A Correct.

8 Q Whether that be public parking or private parking,  
9 right?

10 A Yes.

11 Q And are you aware that the redevelopment of parcel 2-  
12 A consistent with the LDA under the 2004 plan, also included  
13 retail redevelopment?

14 A In so much that on page 12, where the project is  
15 listed, it says it's mixed use, so yeah, there's some  
16 commercial --

17 Q Okay.

18 A -- component of it.

19 Q Are you aware that it was actually, the LDA required  
20 over 43,000 square feet of retail?

21 A I didn't know the exact number.

22 Q Where it -- on this page where it talks about pending  
23 developments, it doesn't reference any retail, right?

24 A Correct, it just says --

25 Q On page 24?

26 A Correct.

27 Q It just says, residential development in progress at

1 the corner of Wall and Isaac Street, right?

2 A No, it doesn't say that it's a mixed use development  
3 at the corner of Wall and Isaac.

4 Q It's not -- I'm talking about page 24.

5 A Right.

6 Q It says, recent pending developments, Wall Street  
7 Theater and residential development in progress at the  
8 corner of Wall and Isaac Street?

9 A Right.

10 Q It doesn't say the words mixed use there?

11 A No, it doesn't.

12 Q Okay, and so it doesn't reference the retail at all,  
13 right?

14 A In that paragraph, yes.

15 Q Okay, and also, are you aware of whether there was  
16 live/work space that was reflected in the LDA under the 2004  
17 plan?

18 ATTY. WILLIAMS: Objection, she's answered  
19 multiple times, she's not privy to the details of the  
20 LDA. Been asked and answered.

21 ATTY. RUBIN: I'm not asking. That's -- that's  
22 -- I'm not asking her any exact question other than  
23 whether she is aware of what existed in general.

24 ATTY. WILLIAMS: He -- he -- he asked --

25 THE COURT: All right. So -- you're asking,  
26 historically, was live/work space required in 2-A?

27 ATTY. RUBIN: Yeah.

1 THE COURT: Okay, I think she's saying she  
2 doesn't -- not familiar with the LDA sufficiently.

3 ATTY. RUBIN: Well, she -- she may not be  
4 familiar with the LDA in terms of specifics, but she  
5 may be familiar with it generally. And she --

6 THE COURT: Okay.

7 ATTY. RUBIN: -- was familiar with it generally  
8 relative to the parking and the retail. So I'm asking  
9 whether she's familiar with it generally relative to  
10 the live/work space.

11 THE COURT: Okay.

12 THE WITNESS: No.

13 ATTY. RUBIN: Okay.

14 THE COURT: Well, Ms. Strauss, does this 2019  
15 document, does it refer to parking anywhere?

16 THE WITNESS: Not in a prescriptive manner, no.  
17 Because at the same time the city has been going in a  
18 parking -- a city wide parking study. So it's -- it  
19 refers to that parking study that's going on, and any  
20 findings of the parking study would be, you know,  
21 implemented in this plan.

22 THE COURT: But it is not in there?

23 THE WITNESS: But it -- the parking study is  
24 referenced, I believe, but not anything beyond that.

25 Q And is it fair to say -- look, this is the section in  
26 which you're actually talking about Wall Street, West Avenue  
27 and Commerce Street, right? I mean, this is -- this is the



1 provision in the new plan where -- where parcel -- what had  
2 been parcel 2-A is being referenced relative to the new  
3 plan, right?

4 A Yes.

5 Q And is there any reference to -- is there any  
6 reference to the LDA at all?

7 A In this plan?

8 Q Yeah.

9 A No.

10 Q Does it incorporate the LDA by reference in the new  
11 plan?

12 A No.

13 Q Does it reference POCO, or CitiBank, or Municipal  
14 Holdings, or any redeveloper in connection with the  
15 redevelopment of parcel 2-A under the LDA?

16 A No, it doesn't get that prescriptive.

17 Q And drawing your attention, I think you also referred  
18 the Court to page 12?

19 A Yes.

20 Q And that you were referring to table 3, recent  
21 developments and pipeline projects?

22 A Yes.

23 Q And that says Wall Street Place, Wall and Isaac  
24 Street, right?

25 A I know I --

26 Q And all that it references as -- is -- well, it  
27 references, the project type is mixed use, right?

1 A Yes.

2 Q A hundred and one units of housing, right?

3 A Yeah -- yes.

4 Q Are you aware that the LDA contemplates almost 400  
5 units of housing?

6 A No.

7 Q It references 16,800 square feet of commercial -- of  
8 commercial square feet, do you see that?

9 A Yes.

10 Q Do you know how many commercial square feet was  
11 contemplated in connection with the original redevelopment  
12 under -- of parcel 2-A, under the 2004 plan?

13 A I think you just -- wait, in the -- say that again?

14 Q Sure. Are you aware of what the commercial square  
15 feet of -- of parcel 2-A was in connection with the  
16 redevelopment under the 2004 plan?

17 A No.

18 THE COURT: You know, I noticed that on page 24,  
19 there actually is a reference to live/work spaces.  
20 At the bottom paragraph there. The mixed use nature  
21 of the block is an asset that should be maintain with  
22 a variety of residential commercial restaurant uses,  
23 light manufacturing, boutique manufacturing office  
24 and live/work spaces as redevelopment occurs.

25 THE COURT: Yes.

26 THE COURT: Okay, so that was in your planning  
27 document?

1 THE WITNESS: Yes. I believe Mr. Rubin asked me  
2 about whether it was in the LDA, and that I did not  
3 know.

4 THE COURT: Oh.

5 ATT. RUBIN: Well --

6 THE WITNESS: But I know that we're --

7 THE COURT: -- okay.

8 THE WITNESS: -- contemplating it as an  
9 allowable use under a zoning -- a zoning amendment.

10 Q But does it incorporate by reference the 33,000  
11 square feet of live/work space that was contemplated or  
12 required under the LDA under the 2004 redevelopment plan?  
13 Or, does it just mention it generally that, wouldn't it be  
14 great if we had live/work space in this area?

15 ATTY. WILLIAMS: Objection to the question.

16 That makes no sense and it is potentially asking for  
17 a legal opinion. I'm not sure what it's doing, but  
18 it's asking her --

19 THE COURT: No, I -- I understand --

20 ATTY. WILLIAMS: -- if it incorporates the LDA?

21 THE COURT: -- the point though. I mean, he's -  
22 - but it -- it does -- as you -- as you gentlemen  
23 occasionally say, the document speaks for itself here  
24 in terms of what it -- what it has.

25 Q Drawing your attention to page --

26 THE COURT: Well, no, just one second though.

27 Let me ask you --

1           ATTY. RUBIN: Sure.

2           THE COURT: -- Ms. Strauss, so given what, you  
3 know, Mr. Rubin is saying about how, you know,  
4 there's no identification of the developers. Or, you  
5 know, the -- the interested parties, or a lot of the  
6 specifics that would be in an LDA, does all of this  
7 assume that there is an LDA in place?

8           Because you can't -- I mean, can you build this  
9 without an LDA?

10          THE WITNESS: Can you build --

11          THE COURT: Anything? I mean, can you implement  
12 what we've talking about for 2-A, without an LDA?

13          THE WITNESS: I don't know. I -- there is other  
14 property in the redevelopment area that's privately  
15 owned that can be developed.

16          THE COURT: Yeah.

17          THE WITNESS: As it relates to parcel 2-A, I'm -  
18 - I'm not sure.

19          THE COURT: Okay. Okay. That's -- you know,  
20 that's -- don't hesitate to say you don't know if --

21          THE WITNESS: Okay, I don't know.

22          THE COURT: -- you don't know. Okay.

23          Q Drawing your attention to -- I have it as B-2. I  
24 wish I had another reference for you. Yeah, its appendix B-  
25 2, but I don't have a page number.

26          ATTY. RUBIN: Go ahead.

27          THE WITNESS: You're looking for --

1 THE COURT: Are we --

2 THE WITNESS: -- I'm -- which appendix are you  
3 looking for?

4 THE COURT: What are we looking at?

5 ATTY. RUBIN: I'm sorry, appendix B-2.

6 THE COURT: In the --

7 THE WITNESS: What's the title of it?

8 THE COURT: -- 58?

9 ATTY. RUBIN: Correct. In that, it's the page  
10 after that, I think.

11 THE COURT: Oh, I see.

12 ATTY. RUBIN: The top -- the top sentence on the  
13 left says between spring and summer of 2017.

14 THE COURT: I see, right. Ms. Strauss, it's  
15 this one.

16 THE WITNESS: Okay, thanks. Okay, thank you.

17 THE COURT: Uh-huh.

18 Q Okay, thank you. Where it says project overview, do  
19 you see that?

20 A Yes.

21 Q And it -- it references, in the Norwalk Redevelopment  
22 Agency hired Regional Plan Association to complete an update  
23 of their redevelopment plan for the Wall Street and West  
24 Avenue Redevelopment areas. RPA began by diving into  
25 research about the existing residence, businesses, and  
26 zoning of the neighborhood through data.

27 In order to verify our analysis, we created an

1 ambitious outreach process to inform the plan which will be  
2 released for public comment in the fall of 2017. And then  
3 it references combining the geographies from past plans,  
4 right?

5 A Yes.

6 Q And it -- it says, the redevelopment area of West  
7 Avenue and Wall Street have historically been planned for  
8 separately even though they are economically and physically  
9 linked. This plan joins the two areas into one plan because  
10 they are connected through mobility, access and economic  
11 conditions, and also have a shared identity.

12 The former and current boundary for the redevelopment  
13 area, or neighborhood as we will refer to it, is shown in  
14 figure 2, and it references figure 2, right?

15 A Yes.

16 Q Now, the title of that is Combining Geographies from  
17 Past Plans, right?

18 A Yes.

19 Q And those past plans would include the 2004  
20 redevelopment plan, right?

21 A Yes.

22 THE COURT: Well, what -- before he goes on,  
23 what are we looking at here? What is B-2? I mean,  
24 it's talking about things that are going to happen in  
25 fall of 2017. So what is this and who prepared this?

26 THE WITNESS: So this is appendix B.

27 THE COURT: Right.

1 THE WITNESS: That is -- outlines and details  
2 this stakeholder outreach and the visioning sessions  
3 that we went through as part of --

4 THE COURT: So who --

5 THE WITNESS: -- the process.

6 THE COURT: Was this prepared by the Regional  
7 Plan Association, or did you prepare it, or who  
8 prepared it?

9 THE WITNESS: This was prepared by the Regional  
10 Plan Association.

11 THE COURT: Okay, and its being written when?

12 THE WITNESS: it got written -- I don't know  
13 when it was exactly written. Sections of this plan  
14 got written at different times. I don't know.

15 THE COURT: Well, it talks about which something  
16 will be released for public comment in the fall of  
17 2017.

18 THE WITNESS: So then it was before that.

19 THE COURT: It's got to be before that, okay.

20 THE WITNESS: Before that.

21 Q And where it says figure 2.

22 A Yes.

23 Q That accurately -- does that accurately reflect the  
24 new redevelopment area?

25 A Yes.

26 Q And -- and it says the Wall Street and West Avenue  
27 redevelopment areas were previously planned for separately.

1 Would this redevelopment plan area update, RPA and NRA are  
2 treating the two areas as a combined single redevelopment  
3 area in order to plan more comprehensively.

4 Is it fair to say that when these two areas were  
5 combined, it contemplates future redevelopment plans for  
6 redevelopment -- for future redevelopment projects in  
7 connection with the -- this redevelopment area?

8 A It identifies the opportunity sites for  
9 redevelopment.

10 Q Future redevelopment?

11 A Current and future redevelopment.

12 Q Does it -- does this reference any existing projects?

13 A The existing projects that -- when you say existing  
14 projects, do you mean under construction or ones in the  
15 pipeline?

16 Q Any existing projects, whether under construction or  
17 in the pipeline?

18 A So the -- it refers to -- to Wall Street Place. It  
19 refers to the south block of Waypoint which we know is in  
20 the pipeline. It refers to the Y site -- the former YMCA  
21 site that's owned by the hospital is -- is a project in the  
22 pipeline. Those are ones that we know about.

23 Q Does it reference or incorporate any -- any then  
24 existing projects into the text of the new plan?

25 A I don't know what you mean.

26 Q In connection with the preparation of appendix B,  
27 does -- was it asked, or did they incorporate the



1 redevelopment of parcel 2-A under the LDA specifically?

2           ATTY. WILLIAMS:  Objection, the plan does speak  
3           for itself.  She should be directed to a specific  
4           provision that she's being asked about.

5           THE COURT:  I don't think it's -- I -- I don't  
6           think it's a fair question.  Appendix B is called,  
7           Stakeholder Outreach and Visioning.  You know, I think  
8           this is a limited purpose document.  It is not the  
9           2019 document.  It's an appendix about stakeholder  
10          outreach.

11          So I don't think any of this is particular  
12          germane.

13          ATTY. RUBIN:  Okay.

14          THE COURT:  I mean, who cares what this says  
15          about these projects, right?

16          ATTY. RUBIN:  Okay.

17          Q    Well, when it -- when the -- let me ask it -- let me  
18          ask a different question.

19          When the Common Counsel approved the 2019 plan, were  
20          there any redevelopment projects anticipated at the time?

21          A    There are some projects in the pipeline in the  
22          redevelopment area.  But I don't know what that had to do  
23          with their approval of the plan.

24          Q    My question is an independent question.  It was, at  
25          the time that the Common Counsel approved the 2019 plan,  
26          were there any existing redevelopment projects -- were there  
27          any un -- redevelopment projects anticipated at that time?

1 A Yes.

2 Q What were they?

3 A The hospital site, the -- the YMCA -- the YMCA site  
4 that the hospital owns, we -- we know is coming down the  
5 pipe. It was reviewed with the counsel and the -- the  
6 agency. The -- the south block of Waypoint has been -- had  
7 approvals from Zoning, and had been through some type of  
8 review. And then, that's -- those were the two projects in  
9 the pipeline that I know about.

10 Q Okay, drawing your attention back to AX, the special  
11 meeting minutes.

12 A Uh-huh, yeah.

13 Q Page 9, second -- third full paragraph where it says,  
14 Ms. Strass said.

15 A Yes.

16 Q It says, Ms. Strass said as it relates to a planning  
17 document, rather than a specific redevelopment project, the  
18 Redevelopment Agency may approve such redevelopment plan.  
19 If following such a hearing it finds that. And then there's  
20 a number one, right?

21 A Yes.

22 Q Can you turn to the next page where it says number 4?

23 A Yes.

24 Q It says, if it finds that the redevelopment plan is  
25 satisfactory as to site planning, right?

26 A Yes.

27 Q And after that, you said, this is not applicable, as

1 there are no redevelopment projects anticipated at this  
2 time, correct?

3 A Yes.

4 Q So isn't it fair that at the time that the Common  
5 Counsel passed this 2019 plan, there were no redevelopment  
6 projects anticipated at that time?

7 A I don't think so and that's because I believe this  
8 refers to -- to projects where the city has chosen a  
9 redeveloper for a publicly held piece of land. And those  
10 are not publicly held. Those are -- they're privately held.

11 Q Okay.

12 A This -- this plan wasn't project specific. It was an  
13 area-wide.

14 THE COURT: Mr. Rubin, could you give me the  
15 cite again to that? Where you were looking. I'm --

16 ATTY. RUBIN: Sure.

17 THE COURT: -- AX --

18 ATTY. RUBIN: Page 10 of 15.

19 THE COURT: Okay.

20 ATTY. RUBIN: Number 4.

21 THE COURT: Thank you, okay, I see. So, Ms.  
22 Strauss, are you -- when you say there are no  
23 redevelopment projects anticipated at this time, does  
24 that mean projects that will involve reuse parcels  
25 and conveyance of city controlled land.

26 THE WITNESS: Yes, that is what I mean.

27 THE COURT: Okay.

1 Q Drawing your attention to number 6. Public benefits  
2 will outweigh private benefits, do you see that?

3 A Yes.

4 Q And it says a healthy and vibrant environment is good  
5 for the whole city in terms of safety, housing choice,  
6 improved open spaces, recreation, a healthier environment  
7 and small business, improved infrastructure and targeted  
8 public spending.

9 I want to focus more on the next sentence. The  
10 existing use of the real property cannot be feasibly  
11 integrated into the overall redevelopment plan for the  
12 project. That is not applicable at this time.

13 What were you referring to when you indicated that  
14 the existing use of the real property, which, I assume would  
15 include parcel 2-A, cannot be feasibly integrated into the  
16 overall redevelopment plan for the project not being  
17 applicable?

18 ATTY. WILLIAMS: Well, objection. I -- I just --  
19 -- I would like Ms. Strauss to have an opportunity to  
20 clarify which of the language in there is statute and  
21 which is her statement and response to it.

22 ATTY. RUBIN: Sure.

23 ATTY. WILLIAMS: Because it sounds like she was  
24 being asked if she said that. I --

25 THE COURT: Right, I -- I was thinking that too.

26 ATTY. WILLIAMS: Yeah.

27 THE COURT: Ms. Strauss, you basically are --

1           you're kind of going down a statute, aren't you, with  
2           each of these headings?

3           THE WITNESS: Yes, I am.

4           THE COURT: And, like, sort of responding to  
5           the -- the steps in the statute?

6           THE WITNESS: Yes, I am.

7           THE COURT: Yeah, okay. So we're at 6, right?

8           ATTY. RUBIN: Right.

9           THE COURT: About public benefits.

10          THE WITNESS: Right.

11          THE COURT: You have to -- you know, do public  
12          benefits outweigh private benefits?

13          THE WITNESS: Right, and the existing use of the  
14          real property cannot be feasibly integrated into the  
15          overall redevelopment plan for the project. And I  
16          responded that is not applicable at this time.

17                 And that's because this plan was not property or  
18          project specific. It was area -- area specific. It  
19          was an area-wide plan, not a plan for a specific  
20          property.

21          Q     Okay, So if it's a -- explain the difference to me  
22          between an area-wide plan and a project specific plan?

23          A     If I understand it -- based on my understanding, if a  
24          redeveloper comes in for a specific project, that has a  
25          different set of statutory requirements than it does to have  
26          a -- to have that project approved is a different set of  
27          statutory requirements than having an area-wide planning

1 document approved.

2 Q So if you have an area-wide plan, does that  
3 contemplate that projects are going to be undertaken in that  
4 redevelopment plan area?

5 A I hope projects will be undertaken in a --

6 Q Okay.

7 A -- redevelopment plan area.

8 Q And -- and that agreements or contracts will be  
9 entered into in connection with those perspective future  
10 projects?

11 A I believe only if there's public land -- public  
12 property involved in it. If it's privately held, then no.

13 Q Okay, and so when you say there are no redevelopment  
14 projects anticipated at this time, you're saying that there  
15 are no redevelopment projects anticipated because there's no  
16 public projects or private projects that would fall under a  
17 project under this plan?

18 A What --

19 Q I -- I didn't really ask that well. Let me ask it  
20 again.

21 When you're saying there are no redevelopment  
22 projects anticipated at this time, are you simply -- you are  
23 referring to the fact that there are no projects with public  
24 land anticipated at the time?

25 A No new -- no new ones, yes.

26 Q Okay, you say that there were no new projects. Did  
27 you think that there were old projects?

1 A There was an existing project under construction.

2 Q Did you -- then why wasn't that discussed?

3 A Because the -- I -- in my -- the plan is a very  
4 generalized document. It's a guiding vision for the  
5 neighborhood. And I assume that you're talking about the  
6 parcel 2-A.

7 Q Right.

8 A To -- the LDA for the parcel 2-A and the  
9 redevelopment plan are two separate documents. And I -- we  
10 couldn't -- I -- it was not our intention to get  
11 prescriptive about individual -- contracts and individual  
12 properties within the redevelopment area. It's a broader  
13 vision for a wide -- wider -- you know, wide geography.

14 Q Are there any other redevelopment projects in the  
15 area under the 2004 redevelopment plan that you are -- that  
16 you have an understanding also are to continue taking place  
17 under the 2019 plan?

18 A No.

19 Q And so this was the only plan? The -- the 2004  
20 redevelopment plan and the project under it, for parcel 2-A,  
21 was the only plan that then existed that you're saying kind  
22 of continues into the 2019 plan?

23 A Say that again.

24 Q Sure.

25 A It didn't make sense.

26 Q Are -- is it fair to say that there are no other  
27 plans other than the redevelopment of parcel 2-A as a

1 project under the 2004 plan that carries over to 2019?

2 A None that I know about.

3 Q Okay, and it wasn't specifically incorporated in, and  
4 it wasn't even discussed, correct?

5 ATTY. WILLIAMS: Well, objection. She's already  
6 pointed out places where the project is mentioned.  
7 And to ask about what was incorporated is a term of  
8 art. The document speaks for itself. And it's  
9 really not relevant.

10 I mean, this has been going on for quite a while  
11 and I -- I really cannot see how it applies to  
12 anything that was raised in the motion to dismiss.  
13 Now we're -- no we're nit -- because we're -- we're  
14 trying to examine all of the basis that the staff  
15 provided for the approval plan. That's not an issue  
16 on this motion.

17 ATTY. RUBIN: Well, I would argue that the --  
18 the counsel was presented with a new plan and passed  
19 it based on the representations that were being made  
20 by the Redevelopment Agency. And there is no  
21 reference to this LDA, the 2004 plan, the  
22 incorporation of the 2004 plan or the LDA into the  
23 2019 plan.

24 THE COURT: You can make that argument in your  
25 papers.

26 ATTY. RUBIN: Okay.

27 THE COURT: You know, I would just point out



1 that a lot of the -- the statements you questioned  
2 are about -- that were in this -- these minutes are  
3 in fact set out in section 8-127 sub-B. For example,  
4 this -- 6b says in the statute, things you'd have to  
5 find, existing use of the real property cannot be  
6 feasibly integrated into the overall redevelopment  
7 plan.

8 So that's not their language, that's the --  
9 that's the statutory language, okay. And that  
10 they're -- they're trying to deal with. So I don't --  
11 -- I don't know that it's a statement of, you know,  
12 it's a -- it was a prescription from the statute.  
13 But --

14 ATTY. RUBIN: It was -- right, I understand.  
15 Right, they were -- they were trying to show whether  
16 -- how it applied. Whether or not it applied in  
17 connection with rolling out a new plan.

18 THE COURT: Right, and they had to do that.  
19 They had -- right, go through the -- the hoops there.

20 ATTY. RUBIN: Right, in connection with rolling  
21 out a new plan. Okay.

22 Q Can you identify that?

23 A This looks like the redevelopment's page of the City  
24 website?

25 Q Can you identify that document? Do you want to fix  
26 the microphone first? Is the microphone --

27 A No, I think it's -- it's fine. This looks like the

1 redevelopment page of the city's website.

2 ATTY. RUBIN: I'd offer it.

3 ATTY. WILLIAMS: No objection.

4 THE COURT: What are we up to, A-Y?

5 THE CLERK: Yes.

6 THE COURT: Okay, that may come in as a full.

7 ATTY. RUBIN: Your Honor, did I give you one? I  
8 did.

9 THE COURT: I have A-Y.

10 ATTY. RUBIN: Yeah, I knew I forgot something.

11 THE WITNESS: Thank you.

12 Q So this is -- this is from the Redevelopment Agency  
13 Website?

14 A Yes.

15 Q How -- was is the relationship between the  
16 Redevelopment Agency Website and the Norwalk City -- the  
17 City of Norwalk Website?

18 A We put all of our working documents and all of our  
19 notices, and all of our publications that are available for  
20 public comment on the City's Website. And we use the  
21 Agency's Website as a repository of final documents and  
22 plans.

23 Q Okay, so this would be actually -- this would be --  
24 where it says notices, that would -- this would be the final  
25 step -- no, let me withdraw it.

26 What does it reflect when you have -- what does this  
27 document reflect? What does this webpage reflect?

1       A    This looks like the working documents of -- the  
2 working documents of -- of plans that -- that were  
3 developed.

4       Q    Okay, and that would include the Wall Street, West  
5 Avenue neighborhood plan?

6       A    Yes.

7       Q    And under notices, who -- who prepares the notice?

8       A    The Redevelopment Agency does.

9       Q    Who at the Redevelopment Agency?

10      A    Our staff, me, my co-worker, me and my co-worker.  
11 She has more Internet skills than I do so she puts them up  
12 on the --

13      Q    Okay.

14      A    -- Website.

15      Q    And -- and this says, the Wall Street West Avenue  
16 neighborhood plan was approved on March 13, 2019. That is  
17 the Common Counsel approval. And that is also the  
18 Redevelopment Agency approval?

19      A    The Common Counsel approval, I believe was on the 12<sup>th</sup>  
20 of March. And the agency approval was on the 13<sup>th</sup> of March.

21      Q    It says the plan is available here as well as in  
22 hardcopy at the Norwalk Redevelopment Agency located at City  
23 Hall and then gives an address, right?

24      A    Yes.

25      Q    It says, the plan consolidates, updates and replaces  
26 the previous Wall Street redevelopment plan as well as the  
27 West Avenue redevelopment plan, do you see that?

1 A Yes.

2 Q What does the work replaces mean to you?

3 A It means that if you're going -- if you need to refer  
4 to -- to either one of those plans, that the new plan is the  
5 one you should be referring to.

6 Q Let me ask it again. The word replaces, what does it  
7 mean to you?

8 A I just --

9 ATTY. WILLIAMS: Objection. It's been asked and  
10 answered in this context.

11 THE COURT: Sustained.

12 Q What is the definition of the word replaces as you  
13 understand it?

14 ATTY. WILLIAMS: Objection, it's been asked and  
15 answered in this context.

16 THE COURT: Sustained.

17 ATTY. RUBIN: Your Honor, it has not been asked  
18 and answered in this context.

19 THE COURT: It's -- it's just a synonym. You're  
20 just trying to get other -- more -- to get her to  
21 answer it again. You have asked her what it means.  
22 Now, to say, what is the definition, there's no  
23 difference between saying what it means and what's  
24 the definition.

25 ATTY. RUBIN: Can I -- yeah, but her answer was  
26 non-responsive. Can I have her answer read back,  
27 please?

1 THE COURT: All right.

2 ATTY. RUBIN: Would that be okay.

3 THE COURT: If you could?

4 MONITOR: Would you like me to do that, Your  
5 Honor?

6 THE COURT: Yeah.

7 (PLAYBACK)

8 ATTY. RUBIN: I'm not allowed to ask any follow  
9 ups to that definition of the word replaces?

10 THE COURT: You haven't posed a proper one yet,  
11 you might.

12 ATTY. RUBIN: Okay.

13 THE COURT: I'm not barring you from it, you  
14 just haven't done it yet.

15 Q If either plan -- if either plan -- what is your  
16 understanding of --

17 Well let me just ask it this way, does the Norwalk --  
18 does the 2019 plan replace the 2004 plan?

19 A It replaces the 2004 West Avenue Wall Street  
20 redevelopment plan, and the 2006 West Avenue redevelopment  
21 plan. It -- it doesn't replace the goals and objectives of  
22 the plan, but it replaces those documents.

23 Q Can you identify what has been marked for  
24 identification as Exhibit A-Z. And also what has been  
25 marked for identification as Exhibit B-A?

26 A A-Z looks like it's a page, again, from the  
27 Redevelopment page of the City's website. And B-A is the

1 same thing, but has a list of the working documents that  
2 went into the plan.

3 ATTY. RUBIN: Okay. I'd offer them.

4 ATTY. WILLIAMS: No, objection.

5 THE COURT: All right. XAZ and XBA come in as  
6 full.

7 ATTY. RUBIN: This is A-Z and this is B-A.

8 THE COURT: Thank you.

9 Q Drawing your attention to A-Z. That -- that website  
10 is also -- it's [www.norwalkconnecticut.org/660/wallstreet](http://www.norwalkconnecticut.org/660/wallstreet),  
11 right?

12 A Yes.

13 Q Is this a City of Norwalk website or is this a  
14 Redevelopment Agency website?

15 A This is the Redevelopment Agency's page on the city's  
16 website.

17 Q Okay, as opposed to the prior exhibit which was the  
18 Redevelopment Agency's website?

19 A No, that was the same thing. The Redevelopment  
20 Agency page on the city's website.

21 Q Does the Redevelopment Agency have its own website?

22 A Yes.

23 Q Okay, what is A -- what is B-A?

24 A B-A is also the Redevelopment page on the city's  
25 website.

26 Q Okay, so all these are from the same -- all three of  
27 these documents reflect pages from the Redevelopment

1 Agency's webpage on the city website?

2 A Yes.

3 Q And I assume to the extent the word replaces is  
4 contained on both A-Z and B-A, your answers to the same  
5 questions as to the previous document would be the same?

6 A Yes.

7 Q Mr. Sheehan that was the same thing, the  
8 Redevelopment Agency's page on the city's website.

9 ATTY. RUBIN: I have no further questions.

10 THE COURT: Okay, just let me ask you one while  
11 I remember. Speaking of nefarious activities here  
12 that was bandied about earlier. Let me just ask you,  
13 on page 18 of the defendant's brief in support of  
14 this amended motion, they talk about --

15 Well it says, after the Director of the Norwalk  
16 Redevelopment Agency testified that the 2004  
17 redevelopment plan was expired, actions were taken  
18 within days to establish and pass a new larger  
19 redevelopment plan for the Wall Street and West  
20 Avenue neighborhoods.

21 To your knowledge, did the passage of the 2/2019  
22 plan have anything to do with this litigation?

23 THE WITNESS: No, it didn't.

24 THE COURT: Okay -- well, and in fact the 2019  
25 plan had been in the works for quite a while?

26 THE WITNESS: Since 2016.

27 THE COURT: Well, that -- and the decision to

1 unify them was 2017, I think you said.

2 THE WITNESS: Correct.

3 THE COURT: Okay, all right. Thank you. Okay,  
4 Mr. Williams?

5 ATTY. WILLIAMS: Thank you, Your Honor.

6 ATTY. RUBIN: I have a question relating to the  
7 Court's question.

8 THE COURT: Go ahead.

9 BY ATTY. RUBIN:

10 Q Was the timing of the -- of when the Common Counsel  
11 and the Redevelopment Agency -- of their votes, was the  
12 timing of that based in part on this litigation?

13 A Not that I know of.

14 Q Was this litigation discussed in connection with --  
15 between you and Mr. Sheehan in connection with the  
16 scheduling of those meetings in such quick succession?

17 ATTY. WILLIAMS: Well, objection, discussions  
18 that she's had with Mr. Sheehan who is the Executive  
19 Director of the Agency are privileged.

20 THE COURT: And why is that?

21 ATTY. WILLIAMS: Work product.

22 THE COURT: They're not lawyers, are they?

23 ATTY. WILLIAMS: You don't have to be a lawyer  
24 to be protected by work product --

25 THE COURT: Well, we've had lots of --

26 ATTY. WILLIAMS: -- if it's -- if it's --

27 THE COURT: -- questions about --



1           ATTY. WILLIAMS:  -- discussing litigation.

2           THE COURT:  -- that.  I -- I don't --

3           ATTY. WILLIAMS:  I'm sorry, Your Honor?

4           THE COURT:  I -- I'm going to overrule it.

5           Because we -- we've had -- you know, we've said, did  
6           you discuss various things with Mr. Sheehan.  That's  
7           been coming in.  So, why don't you restate it, sir?

8           ATTY. RUBIN:  Sure.

9           Q    Were there any discussions with Mr. Sheehan about the  
10          -- about the scheduling of the Common Counsel meeting in  
11          March and the, immediately thereafter, the Redevelopment  
12          Agency meeting, in terms of timing relative to this  
13          litigation?

14          A    I wasn't privy to any conversation that happened with  
15          the timing of the meeting.

16          THE COURT:  Well, I notice that on document A-X,  
17          which is the minutes of the -- the Redevelopment  
18          Agency's special meeting on March 13, 2019.  This  
19          first entry is that the agency went into executive  
20          session to have a discussion with Attorney Williams  
21          regarding the litigation titled, City of New York --  
22          City of Norwalk versus ILSR Owners.

23          But -- but to your knowledge, the -- you know,  
24          the lawsuit did not influence the timing of the  
25          adoption of the 2019 plan?

26          THE WITNESS:  I don't know, Your Honor.

27          THE COURT:  Okay.

1 THE WITNESS: I don't know.

2 THE COURT: All right. Okay.

3 ATTY. RUBIN: No questions, thank you.

4 THE COURT: Okay, Mr. Williams, you had some  
5 follow-ups.

6 **CROSS-EXAMINATION BY ATTY. WILLIAMS:**

7 Q Good afternoon, Ms. Strauss.

8 A Good afternoon.

9 Q Let's see. Okay, early on in your questioning by  
10 Attorney Rubin he was asking you about -- let's see. It was  
11 Exhibit A-O. Right. Exhibit A-O was the Agency minutes  
12 from September 27th, 2016. And in them it -- go ahead, if  
13 you want to pull it out, that's fine, I'm sorry.

14 A I don't -- there's a ton of paper here.

15 Q Yeah, I was going to refer you to what you said but  
16 it would easier if you had the document.

17 A Okay.

18 Q If you -- if it's there. If not --

19 A I can't easily find it.

20 Q That's okay, I'll just orient you to it.

21 A Okay.

22 Q It says -- and so that's the September 2016 Agency  
23 meeting talking about extending the 2004 plan. And Attorney  
24 Rubin was asking you about your statement that you are  
25 quoted in the -- in the minutes as saying, the public  
26 hearing was the second step in a process to have the plans  
27 reapproved for a period of 18 months so that they remain in

1 effect while they are updating and amending them.

2 And you stated, I believe, that at the time the  
3 effort was being advanced forward to extend its 2004 plan.  
4 And you read the statute and believed that it provided for  
5 at ten year expiration of the plan? Do you --

6 A Yes.

7 Q -- recall that?

8 A Yeah.

9 Q As you've -- as you've heard today about the public  
10 act that was adopted in 2007 stating that it applied to  
11 plans adopted after October 2007, were you correct at the  
12 time in 2016 when you thought that the plan had a ten year  
13 expiration?

14 A No.

15 Q And you were then asked about a statement in, I think  
16 it may have been contained in more than one of your memos,  
17 where you said it's critical to extend the plan so that it  
18 remains in effect while we are -- we are preparing to update  
19 and amend it.

20 And Attorney Rubin asked you, would it have caused  
21 problems. I believe you said, well there would have been  
22 issues because it would not be clear cut that a new project  
23 would need to go through design review, do you call that --  
24 recall that?

25 A Yes.

26 Q And you -- just to confirm, at this -- at this point  
27 in time, when you're going through the extension process in

1 the fall of 2016, you already had a Wall Street Place  
2 project provided for in an LDA, right?

3 A Yes.

4 Q So was that one of the new projects that you were  
5 referring to that you would want to maintain design review  
6 for?

7 A I imagine that if the plans changed dramatically,  
8 yes.

9 Q But as -- but as the project stood at that time --

10 A But at --

11 Q -- has it already gone through some design review?

12 A Yes.

13 Q Okay, And I believe -- and forgive me if -- obviously  
14 I'm just taking notes as you --

15 THE COURT: Can I just --

16 Q -- go here. I -- I think I heard you right, but I --

17 THE COURT: -- ask a question. I --

18 ATT. WILLIAMS: Sure.

19 THE COURT: -- I assume that, you know, phone  
20 one had gone through design review. But --

21 ATTY. WILLIAMS: That's true.

22 THE COURT: But I thought two and three were not  
23 that far along, right?

24 ATTY. WILLIAMS: That's true.

25 THE COURT: Okay.

26 Q I believe, if I'm remembering right, if I noted it  
27 down correctly, Attorney Rubin asked you at one point about

1 the 2019 neighborhood plan being a new plan. And I wanted  
2 to ask you to confirm if -- if I heard you right.

3 I believe you testified that you viewed it as not a  
4 new plan but as an updated and amended plan, is that  
5 accurate?

6 A Yes.

7 Q What did you mean by that?

8 A That the goals and the objectives of the 2000 -- of  
9 the original plans carried over and remained the same in the  
10 2019 version.

11 Q And you were also asked about the fact that, I  
12 believe you explained the original intention was that the  
13 updated plan would be adopted before the extension of the  
14 2004 plan ended, is that right?

15 A That's correct.

16 Q And you recall Attorney Rubin was asking you about  
17 did you, in June 2018, ask for another extension. I believe  
18 you said no, and that in a discussion with -- with Mr.  
19 Sheehan, you looked at how far you were into the draft plan.  
20 And you thought you would have it approved in the same  
21 amount of time as an extension, did I -- did I hear that  
22 correctly?

23 A Yes.

24 Q And I believe you also said you believed you were far  
25 enough along in the draft plan at that point, that you could  
26 apply it to design review of a new project?

27 A Yes.

1 Q So explain a little more what you mean by that last  
2 part?

3 A So, the original timeline has approval in April of  
4 2018. And -- so I believe that we had two months, another  
5 two months to -- to get the approval before that June 13th -  
6 - or, June -- I think it was June 13th deadline.

7 Q Uh-huh.

8 Q And when June came along we just -- there were a lot  
9 of other things going on and we -- we lost track of that,  
10 yeah, that approval.

11 Q Did the agency make some sort of formal decision  
12 about not going to get another extension of the plan?

13 A No they didn't.

14 Q If that -- if that decision were to be made formally  
15 by the Agency, who has to make that decision?

16 A The Agency does.

17 Q And, specifically who?

18 A The -- the -- the committee -- the commissioners of  
19 the Agency would have to make that decision.

20 Q Now, do you still have the 2019 plan up there,  
21 exhibit 58?

22 A Yes I do.

23 Q And let's just go back to page 24 which Attorney  
24 Rubin was asking you about the discussion of the development  
25 site number 3.

26 A Okay.

27 Q If you recall.

1 A Yeah.

2 Q And there are several other development sites too  
3 that are talked about in this plan each with their own sort  
4 of column of discussion, right?

5 A Correct.

6 Q What is the -- as to these development sites that are  
7 available for development, what was the intent of this plan  
8 update in discussing site number 3?

9 A So, I wouldn't call them available for development.

10 Q Okay.

11 A They are all privately held and, you know, to my  
12 knowledge nothing is actively being sold. But they -- these  
13 sites were called out because of -- because of those three  
14 factors, because of their development potential, because of  
15 their land area and because of their location.

16 So on opportunity site number 3, it calls for the  
17 same thing that the 2004 plan called for -- for parcel 2-A,  
18 a mix of uses, more density, and -- more density and a mix  
19 of uses. That's all I can . . .

20 Q And why does the -- why did the plan not see the need  
21 to specifically reference the LDA that was in place for  
22 parcel 2-A?

23 A You can see it didn't get prescriptive about any  
24 property. Those -- so that is two separate documents and if  
25 one -- if it got very prescriptive about an LDA, then it  
26 just -- it didn't seem necessary.

27 Q Okay.

1 THE COURT: Let me ask you, did the 2004 plan  
2 refer to the LDA?

3 THE WITNESS: No, not to that specific LDA.

4 THE COURT: Okay.

5 ATTY. RUBIN: It didn't exist yet, Your Honor.

6 THE COURT: Well, it might have been amended. I  
7 agree with you, you have 2004 and 2007, but the --

8 ATTY. RUBIN: No, the LDA doesn't exist --  
9 didn't exist at the time of the development of the  
10 plan.

11 THE COURT: I know. It's a two -- I think the  
12 LDA was 2007, right? And the plan was 2004, right?  
13 But they amended the plan in 2007 so there could have  
14 been some -- but then there wasn't. I'm just saying,  
15 there was no reference to an LDA in the 2004 plan?

16 THE WITNESS: No.

17 THE COURT: Okay.

18 Q And do you recall being asked about how this plan  
19 update doesn't talk about specific amounts of parking that  
20 were required on any particular site, or in particular  
21 development site number 3?

22 A Yes.

23 Q Well, do -- do all the uses that are -- that are  
24 stated as goals for development site number 3 on page 24, do  
25 they all require parking?

26 A Right now they do.

27 Q Yeah, and referring back to table 3 on page 12.



1 A Uh-huh.

2 Q Did the -- do you see table 3?

3 A The pages got messed up but I know what you're  
4 talking about.

5 Q Take your time. Page -- page number 12, that's at  
6 the bottom.

7 A Yes.

8 Q So at the top of page 12 is table 3 the recent  
9 developments of pipeline projects?

10 A Yes.

11 Q Those are all -- it says mixed use projects under  
12 project type, right?

13 A Yes.

14 Q None of those list the specific amount of parking  
15 that's being provided for those projects, right?

16 A No.

17 Q Would they all require parking?

18 A Yes.

19 Q So what is page 12 referencing then? What -- what is  
20 it telling you that these projects are?

21 A They are recently completed and one is pipeline in  
22 the -- in the redevelopment area.

23 Q Okay.

24 A An update of -- of existing conditions and potential  
25 conditions.

26 Q And with regard once again to questions you were  
27 asked about how the parcel 2-A project that came out of the

1 2004 plan was not specifically referenced otherwise in this  
2 plan I believe you were asked. And you were asked was that  
3 the only 2004 plan related project that had carried over  
4 into this plan update, do you recall that?

5 A Yes.

6 Q At the time this plan update was approved by the  
7 Common Counsel and the Redevelopment Agency in March 2019,  
8 were those boards aware of the existing LDA for Parcel 2A?

9 ATTY. RUBIN: Objection, this witness can't  
10 testify as to what Boards knew or didn't know.

11 THE COURT: That's sustained.

12 ATTY. WILLIAMS: Well she was at the -- if I  
13 may, Your Honor, she was at the meetings and made the  
14 presentation to the counsel and the Agency as to --

15 THE COURT: Well, just ask it a different way.  
16 You know, ask about the indicia of awareness rather  
17 than her trying to speculate on their mental state.

18 ATTY. WILLIAMS: Sure, thank you.

19 Q Did you -- did you have reason or indications to  
20 believe that the Redevelopment Agency, in March 2019, was  
21 aware of the existing LDA for parcel 2-A?

22 A Yes.

23 Q And when you were helping to prepare this plan update  
24 did you believe it would affect the existing LDA?

25 A No.

26 ATTY. RUBIN: Objection.

27 THE COURT: I'm sorry, I didn't hear you.

1           ATTY. RUBIN: I said objection.

2           THE COURT: Okay, what -- I'm sorry, I -- what  
3 was the question? We have an answer anyway, but go  
4 ahead.

5           ATTY. WILLIAMS: When she helped to prepare this  
6 plan update, did she believe it would -- it would  
7 affect the existing LDA?

8           THE COURT: Okay, and the objection is?

9           ATTY. RUBIN: Did she have any belief, what is  
10 that belief? He keeps asking questions and -- that --  
11 that presuppose there's an answer.

12          ATTY. WILLIAMS: Certainly Attorney Rubin can  
13 ask a --

14          THE COURT: Well, that's true.

15          ATTY. WILLIAMS: -- question --

16          THE COURT: It's kind of, you know, the  
17 epistemology we're having here.

18          ATTY. WILLIAMS: I don't follow, sorry.

19          THE COURT: Well, I don't quite either.

20          ATTY. RUBIN: Well, as the -- hold on.

21          ATTY. WILLIAMS: Thank you.

22          ATTY. RUBIN: The question is -- well, at the  
23 time -- you know, at the time, did you understand  
24 that it did X, Y, Z? And there's no question of, did  
25 you have any understanding at the time, did you  
26 consider it at the time? Was it even a --

27          THE COURT: Okay.

1           ATTY. RUBIN:  -- a thought at the time.

2           THE COURT:  So it's a foundation question,  
3           right?

4           ATTY. RUBIN:  Correct.

5           THE COURT:  Okay, all right.  So lay a  
6           foundation.

7           Q    When this plan update was being prepared, did you --  
8           did you consider whether it would affect the parcel 2-A LDA?

9           A    No.

10          Q    Okay, so when you were helping oversee the  
11          preparation of this plan update, did you believe that there  
12          was any need to update the plan as to parcel 2-A beyond  
13          acknowledging the project that's listed in table 3, and  
14          stating the goals for those properties?

15          A    No.

16          ATTY. RUBIN:  Objection, objection, but, okay,  
17          fine.

18          THE COURT:  Okay.

19          Q    Attorney Rubin also asked you about the Redevelopment  
20          Agency page on the City's website in which the phrase is  
21          stated, that I asked Mr. Sheehan about, that the 2019 plan  
22          update, quote unquote, "consolidates, updates and replaces  
23          the 2004 plan?"

24          Do you recall being asked about that?

25          A    Yes.

26          Q    And I believe you said that replaces as was being  
27          used in that statement meant that you -- that you -- it

1 tells somebody that they should be referring to the new  
2 plan?

3 A Yes.

4 ATTY. RUBIN: Objection, there were a number of  
5 answers relative to that. But --

6 THE COURT: It's not unfair. Okay, and so  
7 what's the question? Or just --

8 ATTY. WILLIAMS: That was -- that was her answer  
9 and then Attorney tried to ask her to define it and  
10 it was --

11 THE COURT: Okay.

12 ATTY. WILLIAMS: -- not allowed.

13 THE COURT: Let's hear -- let's hear it -- oh,  
14 you were just confirming that's what she said?

15 ATTY. WILLIAMS: Yes.

16 THE COURT: All right.

17 Q And when that statement was made on the website about  
18 consolidates, updates and replaces, were all of those words  
19 meant to be read together in context?

20 A Yes.

21 Q And what were they meant to convey in context  
22 together?

23 A That the -- that the 2019 plan combined the Wall  
24 Street and West Avenue redevelopment areas. That it updated  
25 the findings and the conditions of the 2000 -- of the two  
26 previous -- the two previous plans. And this new document  
27 should be referred to by anybody interested in either one of

1 those areas.

2 Q And you were the author of many of the memos that  
3 went before the Common Counsel and the Redevelopment Agency  
4 with regard to the 2019 plan update, right?

5 A Yes.

6 Q And you led or participated in the presentations to  
7 those boards before they voted to approve the plan update?

8 A Yes.

9 Q Did you ever tell them that before they voted that  
10 you will be replacing the 2004 plan?

11 A I don't think the word replace ever came up.

12 Q And to your knowledge, was it -- was that word used  
13 in either of the resolutions adopted by the Common Counsel  
14 or the Redevelopment Agency?

15 A No.

16 ATTY. WILLIAMS: Nothing further, thank you.

17 THE COURT: Mr. Rubin?

18 ATTY. RUBIN: One second, Your Honor, please.

19 Thank you.

20 **RE-DIRECT EXAMINATION BY ATTY. RUBIN:**

21 Q Was the 2019 plan a ten year review of the 2004 plan?

22 A Yes.

23 ATTY. RUBIN: Thank you. Nothing further.

24 THE COURT: Okay. Anything further?

25 ATTY. WILLIAMS: No.

26 THE COURT: All right. You may step down.

27 MS. STRAUSS: Thank you.

1 THE COURT: Okay. Well, it's quarter of five.  
2 So where are we going to go from here, gentleman?

3 ATTY. RUBIN: I have Attorney Goldberg to put  
4 on.

5 THE COURT: Good. Tomorrow morning ten o'clock.

6 ATTY. RUBIN: Ten o'clock tomorrow morning.

7 ATTY. WILLIAMS: And could I -- may I inquire,  
8 Your Honor? Because I think we were told earlier  
9 that Attorney Rubin was not cross examining Mr.  
10 Sheehan because he may call him again.

11 Mr. Sheehan, beginning tomorrow, is going to  
12 have scheduling problems, so I just need to know if  
13 he is going to be recalled as part of Attorney  
14 Rubin's case and so we could try to figure out the  
15 scheduling of it.

16 THE COURT: Okay, what's -- what do you thin,  
17 Mr. Rubin?

18 ATTY. RUBIN: I need to discuss that with my  
19 client. But I will let them know tonight what my  
20 intention is.

21 THE COURT: Okay, and you know, if -- all right.  
22 Well, if you can't work something out, you know,  
23 this is -- this is a bench trial --

24 ATTY. RUBIN: Yeah, I -- I do need --

25 THE COURT: -- we can find you some other time.

26 ATTY. RUBIN: I do need to call him. I just --  
27 I just inquired of my client.

1 UNKNOWN: Probably will.

2 ATTY. RUBIN: Yeah, I expect to.

3 ATTY. WILLIAMS: So I would need to ask that he  
4 be able to go on first in the morning because he can  
5 only stay for the morning session.

6 THE COURT: Okay.

7 ATTY. WILLIAMS: He was subpoenaed for today.  
8 Obviously, he's been here all day.

9 THE COURT: Yeah, that's fine. We'll let  
10 Attorney Goldberg wrap everything up.

11 ATTY. GOLDBERG: I sit pretty well these days.

12 THE COURT: Okay. Okay, so --

13 ATTY. RUBIN: Yeah, I -- I understand that Mr.  
14 Sheehan is only available tomorrow morning and I will  
15 accommodate that schedule. Whether I call him first  
16 or not, he will be accommodated.

17 ATTY. WILLIAMS: Well, there's no reason he  
18 shouldn't be called first thing in the morning, Your  
19 Honor.

20 ATTY. RUBIN: Well there is. I have a right to  
21 put on the motion in terms of the order of witnesses  
22 that I -- that I choose. And I -- that doesn't mean  
23 I would not -- I would not always work to -- to  
24 assist in terms of a scheduling issue.

25 THE COURT: Well, just so long as you leave the  
26 City and the Agency time --

27 ATTY. RUBIN: Understood.



1 THE COURT: -- to question him.

2 ATTY. RUBIN: Understood. I'm not -- I -- I  
3 will -- I'm not trying to -- this is not -- I'm not  
4 trying to jam anybody. But I -- I need to -- I need  
5 to discuss this with my client and --

6 THE COURT: No, I understand. There may be some  
7 reasons you want to have some testimony in a certain  
8 order.

9 ATTY. RUBIN: Correct.

10 THE COURT: And what -- Mr. Sheehan, when -- Mr.  
11 Sheehan, when do you need to get out of here  
12 tomorrow?

13 MR. SHEEHAN: If I could get out by the lunch  
14 recess, that would be helpful.

15 THE COURT: Okay, all right. Then that's --  
16 that's what we'll do.

17 ATTY. RUBIN: Thank you, Your Honor.

18 THE COURT: All right. All right.

19 (Court Adjourned)

20 \* \* \* \* \*

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

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 31st day of May, 2019 in Stamford, Connecticut.

  
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Lisa Franchina  
Court Recording Monitor