STAMFORD PLANNING BOARD
REGULAR MEETING & PUBLIC HEARING MINUTES
TUESDAY, AUGUST 6, 2013
4TH FLOOR CAFETERIA, GOVERNMENT CENTER
888 WASHINGTON BLVD., STAMFORD, CT

Stamford Planning Board Members present were: Theresa Dell, Chair; Zbigniew Naumowicz; Roger Quick; Jay Tepper; Michael Totilo; and Dudley Williams. Present for staff was Norman Cole, Land Use Bureau Chief; and Erin McKenna, Associate Planner.

REGULAR MEETING

Mrs. Dell opened the Regular Meeting at 6:10 p.m.

Supplemental Capital Appropriation:

1. **Supplemental Capital Project Appropriation** to apply to capital accounts as follows:

C56182	Street Patch Resurface	$126,000
C5B6723	Paving/Resurfacing	$100,000
NEW	Seawall Replacement/Repairs	$758,000

Lou Casolo, the City Engineer, explained the requests for appropriation individually. The Street Patch Resurface request is for the parking lot at Inspirica (on Woodland Place) and at Drotar Park (the little league field at Springdale Elementary School). He showed pictures of the poor conditions of these parking lots. The Paving/Resurfacing request is for the Dolan Middle School parking lot, and is broken out separately because it is a school. The Seawall Replacement/Repairs request is to repair damage to the coastal armoring in Cove Island and Kosciuszko Parks damaged during Hurricane Irene and Super Storm Sandy. Mr. Casolo showed the Board the design plans to explain the expense. Mr. Tepper asked whether there was FEMA money available for this project, and Mr. Casolo explained that FEMA would be reimbursing the City for 75% of the cost of the projects. He also clarified that the improvements to Kosciuszko Park included in the proposed license agreement between the City and Waterfront Magee LLC & Strand/BRC Group LLC do not specifically address the coastal armoring, but rather describe landscaping improvements – so there will not be money available from that agreement, should the license be agreed, and should not be considered as related to this project. The Seawall request is also for seawall improvements along Holly Pond on Weed Ave., and Mr. Casolo showed pictures of failing sections of the wall. Mr. Williams asked whether the appropriation would pay for all of this work, and Mr. Casolo replied, no, it would pay for the sections most poised and ready to fall down. And this appropriation would pay for the Cummings Park seawall and railings (along the marina channel) damaged by the storms. The entire cost to the City for all these seawall replacement repairs would be 25% of the total or $189,500.

After further discussion, Mr. Williams moved to recommend approval of the C56182-Street Patch Resurface appropriation. Mr. Quick seconded the motion, and it passed unanimously with the eligible members present voting, 5-0 (Dell, Naumowicz, Quick, Totilo, and Williams). Mr. Totilo moved to recommend approval of the C5B6723-Paving/Resurfacing. Mr. Quick seconded the motion, and it passed unanimously with the eligible members present voting, 5-0

(Dell, Quick, Tepper,Totilo, and Williams). Mr. Williams moved to recommend approval of the Seawall Replacement/Repairs appropriation. Mr. Totilo seconded the motion, and it passed unanimously with the eligible members present voting, 5-0 (Dell, Naumowicz, Quick, Totilo, and Williams).

Request for Authorization:

2. **Agreement between the City of Stamford and Goody Clancy** to perform a Glenbrook/Springdale transit oriented development feasibility study, contract amount $430,000.

The issue was removed from the agenda – approval of this contract does not require Planning Board approval.

Subdivision:

3. **Subdivision #4008, 467 West Main Street Associates LLC & Autozone, Inc.** for subdivision of the property into two parcels.

Attorney Nicholas Vitti, from Cacace Tusch & Santagata, explained that this subdivision is essentially a lot line adjustment of approximately eight feet. They are already two separate parcels and will remain so, and both lots are in the C-L Zone. Auto Zone would like to construct a new store to complement the one on East Main Street, which has been very successful. In February of this year, Mr. Vitti's firm presented a Zoning Board referral for a Text Change application to the PB seeking to allow an auto retail parts store in the C-L Zone, which was unanimously approved. The Zoning Board subsequently approved it as well. This allowed use requires approval by Special Exception. If and when this Subdivision application is approved, then Mr. Vitti will appear before the PB again with a Special Exception referral from the Zoning Board. The goal is to remove the building on Lot A and construct a two-story Auto Zone building. The shifting of the lot lines would allow the Auto Zone building to comply with all of the required setbacks. Mr. Quick asked the applicant didn't just combine the lots. Attn. Vitti replied that if they did, then the combined lots would be adjacent to a residential zone, and the proposed Auto Zone building would not meet the residential setback requirements. Will the back lot remain a parking lot, asked Mrs. Dell? Yes.

The Board awaits the Environmental Protection Board report, and will be able to make a decision at the next PB meeting as long as they have receive it by that time.

Planning Board Meeting Minutes:

4. Meeting of 7/9/13

Mr. Williams moved to recommend approval of the of the 7/9/13 minutes. Mr. Tepper seconded the motion, and it passed unanimously with the eligible members present voting, 5-0 (Dell, Quick, Tepper, Totilo, and Williams).

Old Business

- Mr. Tepper reported that at its 8/5/13 meeting, the South Western Regional Plan Agency elected a new executive director.

- Mr. Quick remains concerned about the construction on Long Ridge Road (just north of the Merritt Parkway, and next to the piano store), particularly the front yard setbacks and the mural. Why are they building "as of right," as Jim Lunney explained, when the PB turned down a variance for front yard setbacks earlier this year or in late 2012? Mrs. Dell suggested that Mr. Lunney appear before the PB and explain it to them.
- Mrs. Dell said that she had not heard anything about the State's parking garage, although it was announced that they had hired a contractor to build it. The PB should write a letter to the CT DOT requesting that they explain in a letter to the PB where they are in the construction, why there is a need for 3 parking garages at the train station, how people are going to park during the construction phase – and to ask them to appear before the PB to discuss the project.

New Business

PUBLIC HEARING (7:00 PM)

Request for Authorization:

5. **License and Public Improvements agreement between the City of Stamford and Waterfront Magee LLC and the Strand/BRC Group LLC** for the licensing of City-owned land in connection with the development and operation of a boatyard at 205 Magee Ave. According to the agreement, in exchange for the granting of property rights by the City, Waterfront Magee and Strand/BRC Group would be responsible for certain proposed public improvements to City-owned parks and facilities.

Attorney Joe Capalbo, Director of Legal Affairs, began by giving a summary of the license agreement. There is a very large development proposed for the 14-acre former boatyard site on Bateman Way. Under the current General Development Plan (GDP), it is required that site be used as a boatyard. What the applicant is proposing is to amend the GDP so that he can develop that site and move the boatyard to another location. If the City decides that the development is in the best interests of the City, then the boatyard would have to be moved, and the proposed location is 205 Magee Ave. The new boatyard, wherever it is located, should be secure and permanent. One way to do that is to transfer the general development rights from the 14-acre site to 205 Magee, where the same restrictions on use would apply. Since there is City land involved in this proposal, the vehicle for facilitating this is a license agreement. A license avoids any permanent transfer of land to the developer that a deed would confer. A lease agreement was not the chosen vehicle either. A license provides more flexibility, transfers fewer rights to the licensee, and is easier, quicker, and cheaper to enforce, if necessary, than a lease. There has been speculation that the City was trying to bypass some of the processes of creating a lease agreement, but Mr. Capalbo said that that is not true at all. Basically, what the license agreement says is that for the consideration of $5 million in City improvements, the City will grant the developer the rights to use certain portions of City property as a boatyard. All payments for the improvements will be made up front, because they need to be made upon the approval of the lease agreement by the boards and commissions. The improvements would include the construction of a new animal shelter, improvements to Czescik Marina, Kosciuzsko Park, Cummings Park, and $50,000 a year for two years for fireworks. The value of the work to be performed is to be determined solely by the City Engineer. The work, as far as time and completion, is guaranteed by the agreement with a completion guarantee which is secured by assets. There is also a completion guarantee of the licensee's lender, which means that the lender requires the developer to sign a completion guarantee. In this particular case, if that is a

requirement of the lender, the City will also be named as a party to that completion guarantee. If in the alternative, there are not sufficient assets to guarantee the completion of the project or the bank does not require a completion guarantee, the developer will put up a cash bond until the work is completed. The license obligates the developer to operate a boatyard and only a boatyard, in a commercially reasonable manner. They will continue to do so as long as they are not in default. What happens if they fail to operate the boatyard in a commercially reasonable manner? Prior to the commencement of the Zoning hearing, the developer would be required put $1 million in and escrow account to guarantee operation of the boatyard to which the City would have access in case of default. And in case of default, the City would also have the right to obtain the developer's portion of the parcel at 50% of its current fair market value as a boatyard within the first 10 years. The arrangement will allow the City to always be able to maintain a boatyard for its citizens. Attn. Capalbo stated that he was there with Attn. Steve Gerard (of Murtha Cullina), the attorney who is the author of the license agreement, who would also be available for questions.

Mr. Tepper asked why Building and Land Technology (BLT) is not the applicant, and Attn. Capalbo replied that BLT is the developer, while Waterfront Magee LLC is the owner of the 205 Magee site and Strand/BRC Group LLC is the owner of the 14-acre former boatyard. The property owners are guaranteeing the terms of the proposed license agreement.

Laure Aubuchon, the Director of Economic Development for the City, appeared to explain how the amount of $5 million was determined as the sum that the property owners would pay in exchange for the granting of property rights by the City. She submitted a land use appraisal spreadsheet explaining the sum, which is based on a comparison to the values of adjacent lands appraised by the City Assessor and other similar lands in the area. She emphasized that the City is not selling the property. Mr. Tepper brought up the fact that during the last capital budget cycle, $2 million was pledged by the supporters of the animal shelter for a new facility. What happens to this $2 million pledge – do we lose it? Ms. Aubuchon replied that the money pledged by the supporters of the animal shelter is not yet raised, while this money is definitely committed for the new facility. Mrs. Dell said that when the boards gave approvals to Antares, the developers preceding BLT, they gave a lot of money, basically, to BLT, by allowing 700 additional building units, giving them over 100,000 sf in warehouse space in exchange for leaving the boatyard intact. Was the value of reducing the obligation to maintain a boatyard on 14 acres to maintaining it on 6 acres considered when coming up with the land value analysis? Also, the license says that if the proposed improvements cost more than $5 million, the property owners are not obligated to complete them. Given the advantages of the deal to the developer, they should be obligated to make all of the improvements, no matter what the costs will be. And there should also be an extra escrow account for maintenance, because the license could last for up to 40 years. There is nothing in it for the City for the 40 years after this $5 million is initially provided. Ms. Aubuchon replied that with regard to the density bonus Mrs. Dell mentioned, that would be a legitimate point to make to the Zoning Board when they review of the Bridgewater application. But was this considered when the figure was determined, persisted Mrs. Dell? It was, replied Ms. Aubuchon, but it is not the purview of the license agreement to deal with a GDP issue that will be opened up during the review of the Bridgewater and boatyard site plan applications. The dollar figure is very low, emphasized Mrs. Dell. The aim, stated Ms. Aubuchon, is to make improvements that are important to the City that will cost approximately $5 million, not to completely renovate all of the facilities mentioned. Mr. Williams commented that the license agreement makes it sound like all of the proposed improvements will be made, and that the City will be obligated to pay the balance after the $5 million. Ms. Aubuchon said that City Engineer would help make these improvements within the budget, and the City would not be obligated to finish them all. Mr. Tepper asked whether the cost of relocating the City

buildings was figured in. Ms. Aubuchon replied that the City is currently negotiating with BLT about that, and BLT has agreed to relocate them. She explained the advantage of receiving the $5 million up front instead of renting the City property and receiving rent in increments over the period of the license. Shouldn't the obligation to relocate the buildings be specifically mentioned in the license, particularly relocating the Sea Cadets, asked Mr. Williams? Yes, Ms. Aubuchon replied, that could be added to the license agreement.

John Freeman appeared on behalf of the two property owners. He was there to give a presentation, along with a team of consultants, on some of public improvements. He began by showing a PowerPoint that included photos of the improvements that have been made to the Stamford harbor over the years of BLT's development process. His presentation was cut short by a medical emergency experienced by a young man in the audience. After he was taken to the hospital, the public hearing was postponed until the following week's meeting on Tuesday, August 13th. [Although Turn of River School was mentioned as the probable venue, it was subsequently planned that the regular meeting and public hearing would be held at Westover Magnet Elementary School.]

Mrs. Dell adjourned the meeting at 8:38 p.m.

Respectfully Submitted,

Claire Fishman, Secretary
Stamford Planning Board

Note: These proceedings were recorded and are available for review in the Land Use Bureau located on the 7th floor of Government Center, 888 Washington Boulevard, during regular business hours.