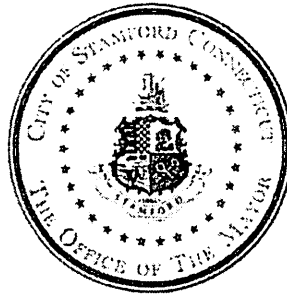


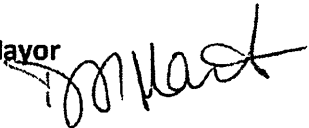
LU 29.099

DAVID R. MARTIN
MAYOR
CITY OF STAMFORD, CONNECTICUT



TEL: 203 977 4150
FAX: 203 977 5845
E-MAIL: DMARTIN@STAMFORDCT.GOV

TO: Teri Dell, Chair, Planning Board
Randall M. Skigen, President, Board of Representatives
Richard Freedman, Chair, Board of Finance

FROM: David R. Martin, Mayor 

DATE: October 5, 2017

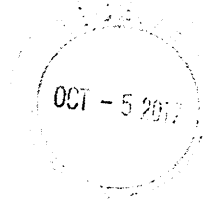
RE: Memorandum of Understanding – City of Stamford and CT DOT
Land Swap: 133 Myrtle Avenue for 105 Myrtle Avenue

Attached please find the above-captioned for your consideration. Per City Ordinance Secs. 9-7.1 and 9-5, this transaction must be approved in the following order: Planning Board, Board of Finance, Board of Representatives.

Please see the attached memorandum from Chris Dellaselva outlining the details of this land swap.

Thank you for your consideration of this request.

/val



CITY OF STAMFORD, CONNECTICUT
INTER-OFFICE CORRESPONDENCE

October 3, 2017

To: Mayor David Martin
From: Chris Dellaselva
Re: Memorandum of Understanding – City of Stamford and CT DOT
Land Swap: 133 Myrtle Avenue for 105 Myrtle Avenue

Dear Mayor Martin,

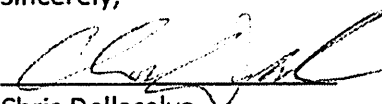
Please forward the attached Memorandum of Understanding to the Planning Board, Board of Finance and Board of Representatives, in that order, per City Ordinance Secs. 9-7.1 and 9-5 as the contemplated property swap is both a sale and a purchase.

The City owns 133 Myrtle Avenue. That property was taken as part of Phase II of the SUT Project (Group A Properties) per BOR Resolution 3376 dated June 7, 2010. The State of CT owns 105 Myrtle Ave. The City and State reached an agreement to swap properties in November 2013, as identified in the attached MOU. The State needs a Municipal Resolution and Incumbency Certificate before it can prepare its deed. I, with the assistance of Val Rosenson, have researched BOR resolutions and have found none authorizing this MOU and/or the property swap at issue. Accordingly, please forward this MOU to the PB, BOF and BOR for approval. I will work with Val on getting the required resolution.

Once, the property swap is completed, the City will immediately convey 105 Myrtle Avenue to James C. Riley (Volvo/Mazda dealership) as part of a September 16, 2015 judgment stipulated to in the matter of City of Stamford v. Riley, James C Et Al, Docketed: FST CV 12 5013233 S.

Thank you for your consideration. You may, of course, contact me at your convenience if I may be of further assistance to you.

Sincerely,


Chris Dellaselva

✓
RECEIVED
NOV 15 2013

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF STAMFORD (COS) AND
ENGINEER AND THE STATE DEPARTMENT OF TRANSPORTATION (CTDOT)**

This Memorandum of Understanding (MOU) is intended to document the intention of the City of Stamford (COS) and Connecticut Department of Transportation (CTDOT) to work together, in the disposition and exchange of real property made available by the Stamford Urban Transitway (SUT) project and to formalize this agreement among COS and CTDOT.

The partnership between COS and CTDOT would assure the Federal Transit Administration (FTA) that both COS and CTDOT agencies are working toward the proper disposition and exchange of real property, in accordance with FTA Grant Management Requirements. This partnership will facilitate a coordinated approach that ensures sound decisions based on concurrent and expedited agency reviews and actions.

Both COS and CTDOT will cooperate with each other in efforts to implement the exchange real property for the benefit of traveling public, as the community is served by both agencies.

The development of a mutual agreement between the COS and the CTDOT is the development of a joint venture that requires the responsibility and commitment of both entities in this exchange, implementation and maintenance of real property procured with federal funds; and comply with the FTA Grant Management requirements.

This agreement provides the mechanism to identify responsibilities of both agencies in exchanging the real property, and associated maintenance by both COS and CTDOT to benefit the traveling public.

PROPERTY OWNERSHIP

The ownership of the properties to be transferred between COS and CTDOT at the completion and acceptance of the SUT project are identified as follows:

- the City owns fee title of the property located at 133 Myrtle Avenue, Stamford Connecticut;
- the State of Connecticut owns fee title of the property located at 105 Myrtle Avenue, Stamford Connecticut

EXCHANGE TERMS

The City of Stamford will be responsible for:

- demolishing the front two-story portion of the structure located at 133 Myrtle Avenue; block up the existing doorway and transfer utilities to the remaining one-story structure (garage bays);
- grading and paving a smooth transition between the adjacent CT Transit parking lot and the property;

- securing the perimeter of the property with a 6' high chain link fence with a 10' wide access gate to Myrtle Avenue;
- providing drawings of the site identifying the scope of work for review (Exhibit A);
- conveying the property free and clear of all easements, encroachments or restrictions;
- providing ROW mapping;
- providing Appraisal and Title Search documents, which have previously been transmitted to the State;
- preparing required City Conveyance Documents.

The State of Connecticut will be responsible for:

- conveying the 105 Myrtle Avenue property free and clear of all easements, encroachments or restrictions of record;
- preparing required State Conveyance Documents.

CTDOT and COS will team to develop timelines relative to release of properties.


AGREEMENT MODIFICATION PROCESS

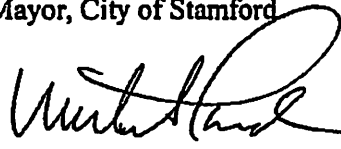
Modifications to this agreement may be presented at any time and shall be mutually agreed upon in writing after joint discussions involving both parties.

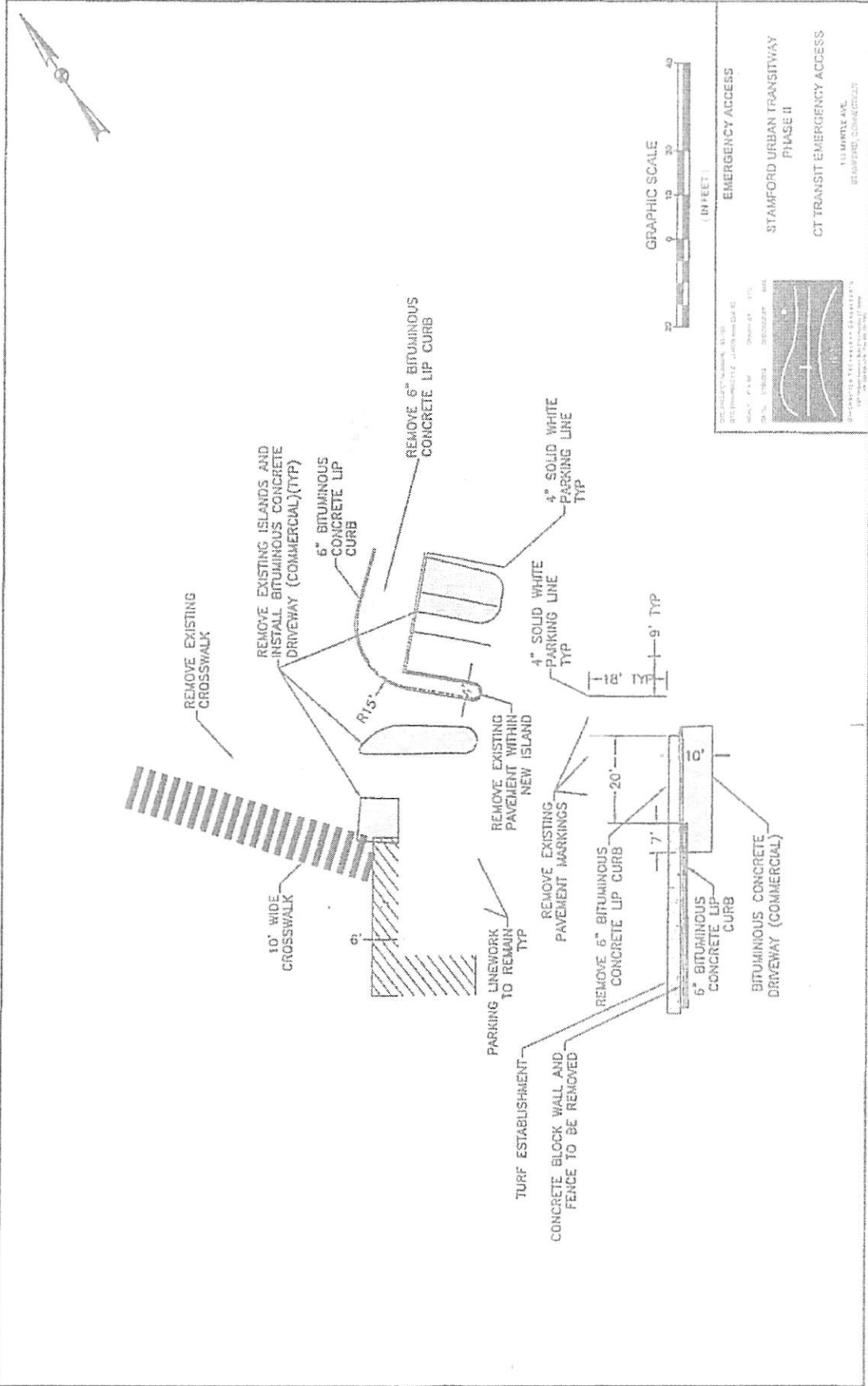
This MOU shall remain in effect during construction of the SUT.

In signing this MOU, the undersigned recognize and accept the roles and responsibilities assigned to each party. Each of the parties agrees to pursue cooperation, communication, and efficiency to effectively ensure that the SUT project comply with all applicable FTA requirements. Nothing in this agreement is intended to conflict with current law or regulation or directives of the signatory parties.

IN WITNESS WHEREOF, the parties' authorized officers have executed this Agreement on the date written below.

 11/21/2013
 Michael Pavia Date
 Mayor, City of Stamford

 11/13/13
 Michael Sanders Date
 Transit Administrator
 Connecticut Department of Transportation
 Bureau of Public Transportation



EMERGENCY ACCESS
STAMFORD URBAN TRANSITWAY
PHASE II
CT TRANSIT EMERGENCY ACCESS

PROJECT NUMBER: 44-10
 DATE: 11/15/01
 DRAWN BY: J. J. J. / J. J. J.
 CHECKED BY: J. J. J. / J. J. J.
 SCALE: 1" = 10'-0"
 SHEET: 44-10-01
 TOTAL SHEETS: 01 OF 01

ENGINEER: J. J. J. / J. J. J.
 111 SOUTH AVE.
 STAMFORD, CONNECTICUT

REMOVE EXISTING CROSSWALK
 10' WIDE CROSSWALK
 REMOVE EXISTING ISLANDS AND INSTALL BITUMINOUS CONCRETE DRIVEWAY (COMMERCIAL)(TYP)
 6" BITUMINOUS CONCRETE LIP CURB
 REMOVE 6" BITUMINOUS CONCRETE LIP CURB
 REMOVE 6" BITUMINOUS CONCRETE LIP CURB
 4" SOLID WHITE PARKING LINE TYP
 4" SOLID WHITE PARKING LINE TYP
 9' TYP
 REMOVE EXISTING PAVEMENT WITHIN NEW ISLAND
 REMOVE EXISTING PAVEMENT MARKINGS
 PARKING LINEWORK TO REMAIN TYP
 TURF ESTABLISHMENT
 CONCRETE BLOCK WALL AND FENCE TO BE REMOVED
 REMOVE 6" BITUMINOUS CONCRETE LIP CURB
 REMOVE 6" BITUMINOUS CONCRETE LIP CURB
 6" BITUMINOUS CONCRETE LIP CURB
 BITUMINOUS CONCRETE DRIVEWAY (COMMERCIAL)
 10'
 7'
 20'