

LEGAL NOTICE

Notice is hereby given that the Southeastern CT Council of Governments (SCCOG) will hold a public hearing on two requests, one submitted by the City of Norwich, and one submitted by the National Coast Guard Museum Association, to amend the Southeastern CT Metropolitan Transportation Plan to add projects to the Plan. The hearing will begin at 8:30 a.m. on Wednesday, May 19, 2021 and will be conducted via Zoom. Instructions for accessing the Zoom meeting will be posted at www.seccog.org prior to the meeting. A 30-day public comment period will begin on May 10th and end on June 8th.

Copies of the proposed amendments are available for review on the SCCOG website at www.seccog.org. Comments may be emailed to office@seccog.org.

Requested Amendments to SCCOG's Southeastern Connecticut Metropolitan Transportation Plan, FY 2019-2045

May, 2021

1. City of Norwich – Request to add to Appendix B, Locally Submitted Projects Not Included in Conformity Analysis, the following project:

<u>Town</u>	<u>Route/Street</u>	<u>Project Description</u>	<u>1-4</u>	<u>5-10</u>	<u>11-27</u>	<u>TOTAL COST</u> (in thousands)
Norwich	I-395/Route 97	Interstate ramp improvements at Exit 18; new arterial road connecting Lawler Lane, Canterbury Tpke., and Route 97	\$5,000	\$15,000	\$9,500	\$29,500

Funding Source: Earmark; Grants; Public/Private Partnership

2. National Coast Guard Museum Association – Request to add to Appendix B, Locally Submitted Projects Not Included in Conformity Analysis, the following project:

<u>Town</u>	<u>Route/Street</u>	<u>Project Description</u>	<u>1-4</u>	<u>5-10</u>	<u>11-27</u>	<u>TOTAL COST</u> (in thousands)
New London	Water Street	New London Pedestrian Bridge and Public Access Project	\$24,860			\$24,860

Funding Source: CT DECD - 80%; Private/Other- 20%



ESTABLISHED 1659

CITY OF NORWICH

CONNECTICUT

Peter A. Nystrom
Mayor of Norwich

100 Broadway
Norwich, CT 06360

Jim Butler, AICP executive director
Southeastern Council of Governments
5 Connecticut Avenue
Norwich, Connecticut 06360
Via email

April X, 2021

Dear Mr. Butler:

Pursuant to the authority of SECOG this is a request by the City of Norwich to amend the Southeastern Connecticut Metropolitan Transportation Plan FY 2019-2045, as adopted on March 20, 2019 to add the proposed Business Park North.

Business Park North (BPN) is a project of the Norwich Community Development Corporation (NCDC) in junction with the Norwich Public Utilities to provide a second business park to benefit the citizens of the City of Norwich with opportunities for employment and added sources of income for the City through real estate taxes, personal property taxes as well as increased revenues to the Norwich Public Utility department, whose revenues accrue to the citizens of the City.

NCDC has retained Bohler Engineering of West Hartford as its civil engineer and CDM Traffic Engineering, Hartford office, for its traffic engineer. CDM has prepared a DOT criteria-based traffic study for the proposed park and uses.

The proposed business park is located at exit 18 (CT route 97) off of US 395. It consists of a gross area of approximately 300 acres of which the current plans propose developing 195 acres for a variety of typical industrial park uses.

A schematic road layout and use layout has been provided to COG.

The proposed arterial roadway is approximately 8,000 feet in length.

A key component of the roadway design is to ultimately rebuild the existing south bound and north bound ramp system for this exit. As currently existing the ramp system has some geometric limitations for major truck traffic. CDM has proposed a new ramp configuration which addresses acceleration, deceleration and potential DOT mitigation of the ramp system without having to reconstruct or affect any of the existing overhead bridges or the bridge over the Shetucket River.

The arterial road system mimics the entry design of the recently completed Costco in East Lyme, CT. which utilizes the south bound on ramp as both an entrance to the arterial road system as well as an egress to the highway system.

Sequentially BPN is anticipated to be constructed in phases with:

1. phase one being the first two sections of arterial road which would utilize a slightly upgraded existing ramp system
2. phase two adding the third second of arterial road and construction of the new south bound on and off ramps
3. phase three the completion of the arterial roadway
4. phase four the construction of the new north bound on and off ramps.

It is anticipated that these phases will take approximately three to five years from the start of construction.

As described in Table 5: Proposed 2019-2045 Transportation Project List this request would be to add this project as follows:

Town: Norwich

Route/Street Number: Route 97/US 395

Project Description:

- a. Construct an arterial roadway from route 97 southbound to Scotland Road to service a new industrial park
- b. Funding Source: Unfunded at this time (*)
- c. Costs: through 2023: \$3,000,000 to \$5,000,000
2024-2028: \$10,000,000 to \$15,000,000
2029-2045: \$5,000,000 to \$9,500,000
Total Cost: approximately \$29,500,000

(*) The City anticipates that the project will be underwritten by City, State and Federal grants and loan programs in combination with an anticipated public/private partnership with an industrial development company.

Please let us know if you need any additional information.

On Behalf of the City of Norwich,



Peter Albert Nystrom
Mayor of Norwich



NATIONAL COAST GUARD MUSEUM ASSOCIATION

78 Howard Street, Suite A | New London, CT 06320 | 860-443-4200 | CoastGuardMuseum.org

Mr. James Butler, Executive Director
Southeastern Connecticut Council of Governments
5 Connecticut Avenue
Norwich, CT 06360

Via: Mayor Michael Passero, City of New London

I fully endorse this
Michael E. Passero

Subject: Application to Amend the Southeastern Connecticut Metropolitan Transportation Plan (FY2019-FY2045)

1. The National Coast Guard Museum Association (NCGMA), a 501(c)(3) nonprofit, is requesting the addition of the New London Pedestrian Bridge and Public Access Project (Project) to the Southeastern Connecticut Metropolitan Transportation Plan (MTP) (FY2019-FY2045). The Project is a critical element of the overall improvement of the City's Intermodal Transportation Center and public access in and around the area.
2. The Project falls under the State's Department of Economic and Community Development (CT-DECD), as part of a larger Memorandum of Agreement signed by the Governor of Connecticut, the Mayor of New London, the Commandant of U.S. Coast Guard, and the President of the NCGMA in 2014 (see Enclosure 1) to build a National Coast Guard Museum (NCGM). The Project, a necessary element of this overall initiative, directly improves the Intermodal Transportation Center in New London. NCGMA is requesting that the Project be included in the Regional MTP to ensure parity with other similar regional/state projects. To clarify, NCGMA is not submitting this request to compete with new or other state projects for state funding, and is not submitting this request for the Museum itself.
3. The Project includes the planning, design, and construction of a pedestrian overpass and associated public access to complement overall improvements to New London's Regional Intermodal Transportation Center. The overpass will provide safe pedestrian access to the adjacent Cross Sound Ferry terminal to the north, and City Pier/Plaza and the River-walk to the south. It will also provide access to and from inland areas including the Water Street Parking garage, Union Station, and area businesses located to the west of the railroad tracks. Although, the Project is focused on Intermodal transportation center, it will also be integral to the overall design of the future National Coast Guard Museum by safely connecting visitors to nearby public transportation facilities, the surrounding waterfront, and to the museum. The overpass design complies with the guidelines set forth in the American with Disabilities Act (ADA). The Project also supports Broad Goal 2 and 4 of your 2017 Comprehensive Economic Development Strategy.
4. Fig 1, Fig 2, and Fig 3 depict the Project's location, concept and visual depiction of the associated safe pedestrian access in and around the surrounding area and waterfront.

WATER STREET PEDESTRIAN BRIDGE | Improving the Safety within the New London Transportation Hub

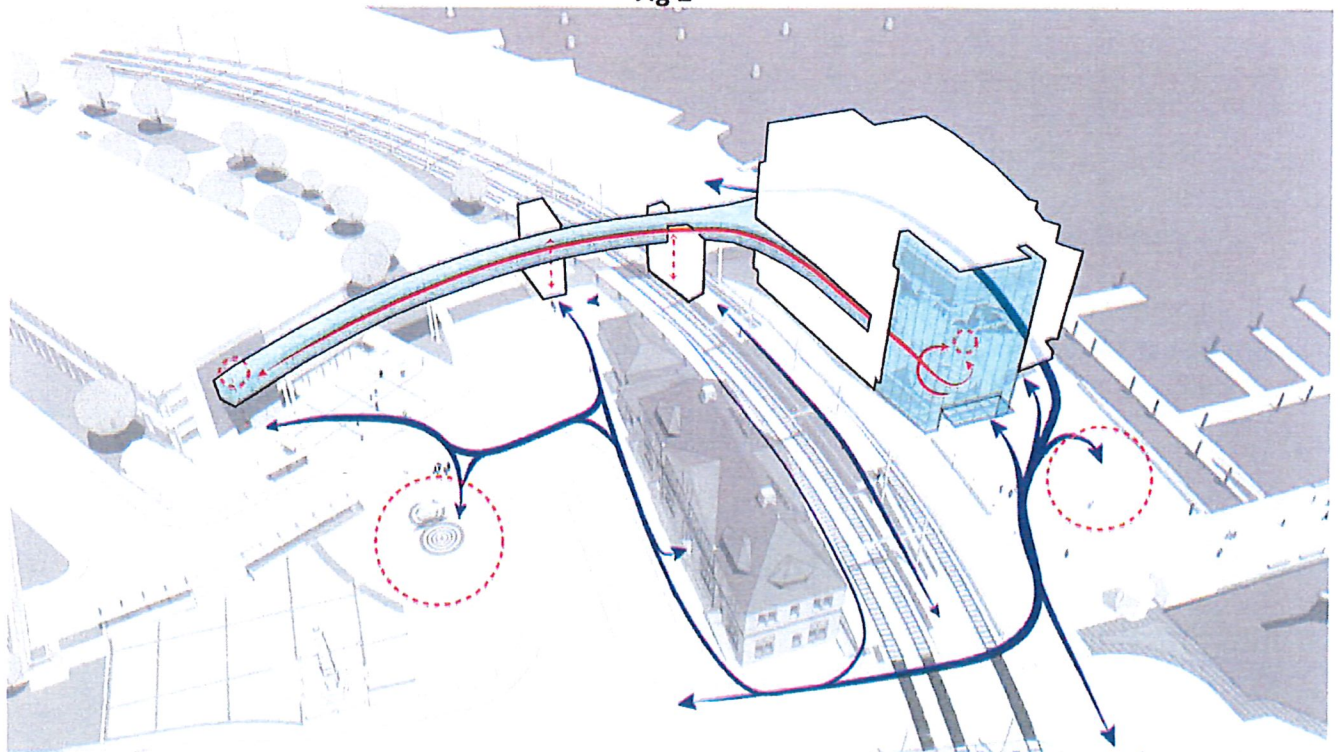


Fig 3



5. The New London rail station is the only major terminal on the AMTRAK Northeast Corridor without independent safe passage over or under the rail station to the platform. Pedestrians are required to cross in between the numerous CT Rail and AMTRAK trains that frequent the Station. As such, the Governor, Coast Guard Commandant, and City Mayor all agreed that safe and available public access is required for the safety of all that use all the modes of transportation.

The Project will safely connect:

- A Parking Structure and Bus Station which supports both local (SEAT) and national (Greyhound) bus services,
- A Train Station complex (Union Station) which supports both regional (CT Rail – Shoreline East) and national (AMTRAK) rail services,
- A Ferry terminal which services Southeastern CT, Long Island (NY), and Block Island (RI)
- A Ferry terminal which services Fisher's Island (NY)
- A City pier which welcomes ships, yachts, and sailing vessels; and which may shortly be the homeport of America's Tall Ship, the Coast Guard Barque EAGLE, and
- A future waterfront Museum for the U.S. Coast Guard.

The Project will also benefit the region by:

- Improves pedestrian safety and ADA access for pedestrians,
- Eliminates pedestrian traffic at awkward street and rail crossings,
- Improves pedestrian access to rail, ferry, bus and micro-transit,
- Increases capacity to handle high volume of ferry passengers and vehicles,
- Increases access to City Pier for more opportune use to include potential regional cruise industry,
- Creates greater public access to waterfront and water recreation, to include use of the on-site City of New London Finger Piers,
- Supports State of Connecticut's Department of Economic and Development Distressed Municipality program,
- Creates prevailing wage-infrastructure construction jobs and stimulates supply chain businesses. Estimations are that the PROJECT will require 75,000 labor hours and \$10M of supply chain materials,
- Creates a short term (construction) and long-term (greater visitation) economic stimulus to downtown retail and restaurant businesses.

6. The Pedestrian Bridge has already been reviewed and approved by the New London Planning and Zoning Commission following established protocols for public comment. Public comments were accepted during the Environmental Assessment in 2014; during the Supplemental Environmental Assessment in 2018; and as applicable for permit submissions. The Bulkhead and Fill (Public Access) portion of the project pends a Dredge and Fill public comment period.

7. Status of Permits:

- CEPA FONSI - Complete
- State of CT Flood Management Certificate – In progress, public comment period complete
- State of CT CZMA - Pends
- NEPA FONSI – In progress with USCG
- 401 Water Quality Certification – Pends
- 404/Dredge and Fill – Pends
- City of New London Building Permit – Pends
- U.S. Coast Guard Construction License – Pends

8. The Project is 100% designed and final conforming sets will be the last remaining design and planning step before going to bid. A/Z Corp of North Stonington is the construction manager for the Project.

9. The State of Connecticut has bonded a total of \$20 million for the project and CT-DECD has an active Financial Assistance Agreement with NCGMA. Additional public/pedestrian access work associated with the Project, including filling in land, constructing a bulkhead, and final hardscape/ landscape, estimated through A/Z Corp is \$4.86 million; to be funded through private donations or other means. Total Project cost – \$24.86 million.

10. For MTP Table 5:

Town: New London

Route/Street Number: Water St/City Plaza

Project Description: New London Pedestrian Bridge and Public Access Project

Funding Source: CT-DECD ~ 80%, Private/other ~ 20%

Cost in Thousands: Year 1-4 (2018-2023) - \$24,860

11. CT-DECD Point of Contact: Mr. Ryan Acosta, (860)500-2392, Ryan.Acosta@ct.gov

NCGMA Points of Contact: CAPT Wes Pulver, USCG (860)443-4200, RWPulver@coastguardmuseum.org

12. NCGMA is prepared to provide further information if needed. Thank you for your consideration in this matter.


CAPT Wes Pulver, USCG (Ret.)
President

*Thank you for your
consideration.
W.P.*

Enclosure:

1) 2014 Memorandum of Agreement (State of CT, City of New London, U.S. Coast Guard, National Coast Guard Museum Association)

Memorandum of Agreement

This Memorandum of Agreement ("MOA") is made and entered into as of the 19th of February 2014, by and among the National Coast Guard Museum Association, Inc. ("NCGMA"), the City of New London, the United States Coast Guard ("USCG"), and the State of Connecticut (hereafter collectively referred to as "Parties"). This MOA is entered into as an expression of mutual intent and shared goals of the Parties and contemplates the future negotiation and execution of binding documentation by, between, or among, the Parties to achieve said goals.

WHEREAS, the Parties are interested and committed to the coordinated development of a world class National Coast Guard Museum and supporting facilities ("Museum") to educate the public about the USCG's rich maritime heritage and unique 224 years of protecting America from threats delivered by the sea, protecting those on the sea, and protecting the sea itself, in times of war and peace; and

WHEREAS, the State of Connecticut and the City of New London share in the distinguished military history and leadership of the USCG, serving as the site of the USCG Academy since its original establishment at Fort Trumbull and in the City of New London; and

WHEREAS, 14 U.S.C. § 98 authorizes the Commandant of the USCG to establish a National Coast Guard Museum on "... lands which will be federally owned and administered by the Coast Guard, and are located in New London, Connecticut, at, or in close proximity to, the Coast Guard Academy;" and

WHEREAS, the NCGMA was formed to fund and construct a National Coast Guard Museum, USCG being the only branch of the armed forces without a national museum; and

WHEREAS, the NCGMA intends to convey the Museum to the Coast Guard by gift upon completion of its construction; and

WHEREAS, the State of Connecticut is committed to improving transportation facilities and services, promoting tourism and economic

development, especially regarding maritime activities, and further seeks to showcase the State's maritime traditions through the Museum; and

WHEREAS, the City of New London desires to host the Museum as a hub to entertain and educate visitors from around the world, and is further interested in and authorized to convey a parcel of land ("Museum Parcel"), owned by the City of New London, located at the end of Waterfront Park in downtown New London, adjacent to, and/or including a portion of, the City Promenade, for the site of the Museum; and

WHEREAS, although the USCG has determined that the proposed Museum Parcel appears to meet many of the criteria under consideration, it cannot reach a final decision concerning whether or not to accept a gift of the Museum Parcel, or Museum proposed to be located on said site, prior to the conclusion of the site analysis; and

WHEREAS, in light of the aforesaid, the USCG views the Museum Parcel as a preferred site for the location of the National Coast Guard Museum; and

WHEREAS, the support of the City of New London and its citizens, civic groups, and businesses, especially concerning the special interests of Union Station and the Cross Sound Ferry in the proposed Museum Parcel, is crucial to the success of the Museum project;

NOW THEREFORE, the Parties agree as follows to advance the Museum project:

1. The Parties shall work cooperatively toward the timely and coordinated development of the Museum Parcel.

2. The City of New London and State of Connecticut agree to support and assist NCGMA with the development, design review and approval of Museum plans and specifications for the proposed site of the Museum and to assist with the coordination of local development to support the Museum project, including, consistent with applicable law, expediting any required permits, variances, zoning, and other approvals within their respective jurisdictions. Further, the Connecticut Department of Transportation will take the lead coordinating this project with AMTRAK and other rail users.

3. The City of New London agrees to be the primary interlocutor with local officials, property owners, and businesses to coordinate support for the Museum and help resolve potential issues that may affect construction and design.

4. The State of Connecticut will help coordinate, support, and advise on ancillary work associated with the Museum project, including property purchases, feasibility studies, traffic redesigns, rail transportation concerns, parking needs assessments, and other components of the project.

5. The City of New London agrees that it will offer to convey the proposed Museum Parcel to the USCG by gift.

6. USCG environmental professionals will prepare and complete the appropriate level of environmental analysis in compliance with all applicable law and USCG procedures for the gift offer and proposed future use of the Museum Parcel.

7. The USCG will enter into such agreements as may be necessary or appropriate to authorize the NCGMA to construct the Museum on the Museum Parcel in the event that the USCG accepts the gift of the Museum Parcel.

8. NCGMA will begin a fundraising campaign to raise sufficient capital for the design, construction, and engineering of the Museum.

9. The State of Connecticut will pursue a funding commitment of an amount not to exceed \$20 million for development and construction of the Museum, which in part will support construction of a pedestrian bridge across the railroad tracks for access to the Museum Parcel and the Cross Sound Ferry terminal. This funding will be provided to the NCGMA for use by and through the NCGMA for the Museum project under an Assistance Agreement with the Connecticut Department of Economic and Community Development to be negotiated upon mutually agreeable terms and conditions. The final funding commitment, tender of funding, and acceptance of the funding by the NCGMA will be dependent on development and review of the detailed financing plan for the entire Museum project.

10. The Parties agree that construction of a pedestrian bridge is inextricably linked to access to and operation of the Museum, the Cross Sound Ferry terminal, and the Union Station. The bridge is an integral element of the integrated Museum project and the permitting, design and engineering process that must be coordinated. The City of New London will retain ownership of the pedestrian bridge following construction.

11. USCG will assess the need for updating the Museum funding plan in accordance with 14 U.S.C. § 98, and, if such update is required, the Parties agree to cooperate in providing necessary data to complete that plan.

12. The Parties will work cooperatively to seek a location to provide for the mooring of the USCGC EAGLE in close proximity to the proposed Museum.

13. USCG may investigate, with the cooperation of the Parties, efforts to locate other USCG activities at the Museum, such as a USCG Heritage and History Center.

14. Upon execution of the MOA, the Parties shall timely commence and diligently pursue the final negotiation and documentation necessary to effect the goals stated herein, including, but not limited to, the following actions: (a) formal offer by the City of New London to convey by gift the proposed Museum Parcel to USCG; (b) due deliberation by USCG of environmental review and any due diligence reports that may be required by law; (c) acceptance of the gift offer by the USCG, contingent upon successful completion of all due diligence and a determination that all of the potential impacts upon the human environment have been considered; (d) issuance of a license or other instrument, by the USCG to the NCGMA authorizing construction of the Museum on the Museum Parcel; (e) a development agreement by and between the City of New London and NCGMA for the development of the Museum; and (f) a Cooperation Agreement by and between the City of New London, and NCGMA for coordination of permitting, construction, and future operation of the Museum, including public access and maintenance agreements between necessary parties for the pedestrian bridge referenced in Paragraph 10, above.

15. The Parties will use their best efforts to pursue expeditiously their respective responsibilities in the MOA.

16. Upon execution of this MOA, the Parties will provide, and update as necessary, primary points of contact for the Museum project. Understanding that the Parties each will have several subject matter experts for different aspects of the project, the points of contact will be responsible for overseeing the coordination and collaboration expressed herein.

17. This MOA does not create any right or benefit, substantive or procedural, enforceable in law or equity, by persons who are not employed by or officials of Parties to this MOA, against any Party, their officers or employees, or any other person. This MOA does not direct or apply to any person outside the signatory Parties to this MOA.

18. As required by the Antideficiency Act, 31 U.S.C. §§ 1341 and 1342, all commitments made by Parties in this MOA are subject to the availability of appropriated funds and budget priorities. Nothing in this MOA, in and of itself, obligates the signatory Parties to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. Any transaction involving transfers of funds or property between the Parties to this MOA will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements, and become final after all approvals have been obtained and any and all appeal rights have been exhausted.

19. This MOA becomes operative upon the signature of all the Parties. This MOA may be extended or modified, at any time by the mutual written consent of the Parties. Additionally, a Party may discontinue its participation in this MOA at any time by providing written notice to the other Parties, at least 90 days in advance of the desired discontinuation date.

20. This MOA supersedes the MOA entered into on April 28, 2006, between USCG, NCGMA, State of Connecticut, New London Development Corporation, and Corcoran Jennison Company, Inc. concerning construction of the Museum. Nothing in this MOA is intended to conflict with current law, regulations, or directives of USCG, the Department of Homeland Security, the City of New London, State of Connecticut, or United States of America, or the Articles and Bylaws of the NCGMA.

STATE OF CONNECTICUT

By: 

Daniel P. Malloy
Governor

Date: 2/19/2014

CITY OF NEW LONDON

By: 

Daryl Justin Finizio
Mayor

Date: 2/19/14

UNITED STATES COAST GUARD

By: 

Admiral Robert J. Papp, Jr.
Commandant

Date: 19 FEB 2014

NATIONAL COAST GUARD MUSEUM ASSOCIATION, INC.

By: 

James J. Coleman, Jr.
Chairman

Date: 2/19/14

