



DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMMITTEE of the COMMON COUNCIL

DATE: Tuesday, December 6, 2016

TIME: 7:00 P.M.

PLACE: Norwalk City Hall, 2nd Floor, Room 231

AGENDA

Public Input

Public input (Guests at Committee meetings may speak to any item on the agenda. Comments shall be limited to no more than three (3) minutes per speaker.)

Public Hearing

1. Public Hearing to hear the Freeholder's Report and any Public comment on said Report for the abandonment/discontinuance of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0), identified as Parcel X-1 consisting of 92± Sq. Ft. on a map on file in the Department of Public Works entitled "Property Survey Depicting Street Line Revision & Extinguishment of Easement at 13 Day Street, Prepared For Trinity Washington Village Limited Partnership and The Norwalk Housing Authority, Norwalk, Connecticut," dated September 12, 2016. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the acceptance of such report, determine if the Freeholder's Report is in the best interests of the City and to take such action on said report that the committee may deem advisable. The Public Hearing is scheduled for Tuesday, December 6, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

New Business

1. Approve the Minutes of the Public Works Committee Meeting of Tuesday, November 1, 2016.
2. Approve the 2017 Meeting Dates for the Public Works Committee.
3. Authorize the Purchasing Agent to issue a purchase order to Crowley Ford, LLC, for the purchase of one (1) 2016 Ford Explorer for a sum not to exceed \$28,613.00

Account No. 0917 4031 5777 C0313

- 4a. Authorize the Mayor, Harry W. Rilling to execute an Agreement with Advanced Alarms Security Systems Incorporated RFP#3709 for the replacement of the CCTV system at the Department of Public Works Operations Center and Transfer Station for a sum not to exceed \$23,601.00

Account No. 0916 7100 5777 C0119

- 4b. Authorize the Director of Public Works to issue orders on Agreement to Advanced Alarms Security Systems Incorporated RFP#3709 for the replacement of the CCTV system at the Department of Public Works Operations Center and Transfer Station for a sum not to exceed \$2,360.00

Account No. 0916 7100 5777 C0119

5. Approve the discontinuance and abandonment of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0), identified as Parcel X-1 consisting of 92± Sq. Ft. on a map on file in the Department of Public Works entitled "Property Survey Depicting Street Line Revision & Extinguishment of Easement at 13 Day Street, Prepared For Trinity Washington Village Limited Partnership and The Norwalk Housing Authority, Norwalk, Connecticut," dated September 12, 2016.
- 6a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents in order to finalize the discontinuance of and to release the City's interests in the discontinued portion of the property comprising the abandoned portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0), identified as Parcel X-1 consisting of 92± Sq. Ft. on a map on file in the Department of Public Works entitled "Property Survey Depicting Street Line Revision & Extinguishment of Easement at 13 Day Street, Prepared For Trinity Washington Village Limited Partnership and The Norwalk Housing Authority, Norwalk, Connecticut," dated September 12, 2016.
- 6b. Authorize the Mayor Harry W. Rilling, to execute a Quit Claim deed releasing any interests that the City may have in Parcel X-1 in favor of the Norwalk Housing Authority for purposes of the Washington Village Housing Redevelopment project.
7. Authorize the Mayor, Harry W. Rilling, to execute any and all documents for the purpose of incorporating Parcel X-2, consisting of 387± Sq. Ft., into the public Right of Way known as Hanford Place, in order to widen the roadway along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0), as depicted on a map on file in the Department of Public Works entitled "Property Survey Depicting Street Line Revision & Extinguishment of Easement at 13 Day Street, Prepared For Trinity Washington Village Limited Partnership and The Norwalk Housing Authority, Norwalk, Connecticut," dated September 12, 2016.
8. Refer the following ordinance updates to the Ordinance Committee:
- a. Chapter §91 Sewers, Public
 - i. §91-2 Definitions.

- ii. §91-10 Public sewer extensions.
 - iii. §91-11 Grinder pumps and low pressure sewer systems.
 - iv. §91-12 Violations and penalties.
 - v. §91-13 Severability.
- b. Chapter §95 Streets and Sidewalks
 - i. §95-10 Snow and ice removal from sidewalks and driveways.
- c. Chapter §96 Excavations and Encroachments in Public Streets and Grounds
 - i. §96-1 Purpose.
 - ii. §96-4 Posting of permit; commencement of work; term of permit.
 - iii. §96-6 Excavations and restoration.
 - iv. §96-7 Bond requirements.
 - v. §96-9 Responsibilities, agreements and indemnifications.
 - vi. §96-14 Protective measures.
 - vii. §96-17 Refusal to issue permits and permission.
- d. Chapter §113 Water Pollution Control Authority
 - i. §113-2 Definitions.
 - ii. §113-9 WPCA Permit maintenance agreement for shared laterals-Laterals shared by multiple property owners (more than two (2) Owners) and laterals shared by two (2) property owners.

Information / Discussion

- A. Monthly Solid Waste Report – October 2016
- B. Project Status Report
- C. Customer Service Report – November 2016
- D. Update on Perry Avenue Bridge Change Order
- E. Correspondence

Upcoming Projects

Next Meeting: Tuesday, January 3, 2017
 7:00 P.M.
 Room 225, Norwalk City Hall

**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
NOVEMBER 1, 2016**

ATTENDANCE: John Igneri, Chair; Richard Bonenfant; Thomas Livingston;
Eloisa Melendez; Michael Corsello (7:10 p.m.)

STAFF: Bruce Chimento, Director; Lisa Burns, Principal Engineer;
Christopher Torre, Superintendent of Operations

Mr. Igneri called the meeting to order at 7:08 p.m. A quorum was present.

PUBLIC INPUT

There were no members of the public present this evening.

PUBLIC HEARING

Mr. Igneri opened the public hearing.

1. PUBLIC HEARING OF NECESSITY FOR THE ABANDONMENT OF A PORTION OF HANFORD PLACE ALONG THE NORTHERN BOUNDARY OF THE HANFORD PLACE RIGHT-OF-WAY AT 13 DAY STREET (TAX LOT 2-58-46-0), IDENTIFIED AS PARCEL X-1 CONSISTING OF 92± SQ. FT. ON A MAP ON FILE IN THE DEPARTMENT OF PUBLIC WORKS ENTITLED "PROPERTY SURVEY DEPICTING STREET LINE REVISION & EXTINGUISHMENT OF EASEMENT AT 13 DAY STREET, PREPARED FOR TRINITY WASHINGTON VILLAGE LIMITED PARTNERSHIP AND THE NORWALK HOUSING AUTHORITY, NORWALK, CONNECTICUT," DATED SEPTEMBER 12, 2016. THE PUBLIC HEARING OF NECESSITY SHALL BE CONDUCTED IN ORDER TO HEAR ALL PARTIES INTERESTED IN COMMENTING ON THE NECESSITY OF THE PROPOSED ABANDONMENT AND TO TAKE SUCH ACTION ON SAID APPLICATION FOR ABANDONMENT THAT THE COMMITTEE MAY DEEM ADVISABLE. THE PUBLIC HEARING IS SCHEDULED FOR TUESDAY, NOVEMBER 1, 2016 AT 7:00 P.M. IN ROOM 231, 2ND FLOOR IN NORWALK CITY HALL, 125 EAST AVENUE, NORWALK, CT.

Mr. Chimento explained this is a Housing Authority project and that the request is part of the Washington Village project.

Mr. Corsello joined the meeting at 7:10 p.m.

Ms. Burns gave an overview of the project.

There were no members of the public present and Mr. Igneri closed the public hearing.

NEW BUSINESS

**** MR. LIVINGSTON MOVED THE FOLLOWING:**

- 1. APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, OCTOBER 4, 2016.**

The following corrections were made:

Correct the spelling of Mr. Bonenfant's and Mr. Igneri's names.

**** MOTION PASSED UNANIMOUSLY**

**** MS. MELENDEZ MOVED THE FOLLOWING:**

- 2. APPROVE THE NECESSITY FOR THE FOR THE ABANDONMENT/DISCONTINUANCE OF A PORTION OF HANFORD PLACE ALONG THE NORTHERN BOUNDARY OF THE HANFORD PLACE RIGHT-OF-WAY AT 13 DAY STREET (TAX LOT 2-58-46-0), IDENTIFIED AS PARCEL X-1 CONSISTING OF 92± SQ. FT. ON A MAP ON FILE IN THE DEPARTMENT OF PUBLIC WORKS ENTITLED "PROPERTY SURVEY DEPICTING STREET LINE REVISION & EXTINGUISHMENT OF EASEMENT AT 13 DAY STREET, PREPARED FOR TRINITY WASHINGTON VILLAGE LIMITED PARTNERSHIP AND THE NORWALK HOUSING AUTHORITY, NORWALK, CONNECTICUT," DATED SEPTEMBER 12, 2016 AND APPOINT FREEHOLDERS.**
- 3. SCHEDULE A PUBLIC HEARING TO HEAR THE FREEHOLDER'S REPORT AND ANY PUBLIC COMMENT ON SAID REPORT FOR THE ABANDONMENT/DISCONTINUANCE OF A PORTION OF HANFORD PLACE ALONG THE NORTHERN BOUNDARY OF THE HANFORD PLACE**

November 1, 2016

Public Works Committee

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RIGHT-OF-WAY AT 13 DAY STREET (TAX LOT 2-58-46- 0), IDENTIFIED AS PARCEL X-1 CONSISTING OF 92± SQ. FT. ON A MAP ON FILE IN THE DEPARTMENT OF PUBLIC WORKS ENTITLED "PROPERTY SURVEY DEPICTING STREET LINE REVISION & EXTINGUISHMENT OF EASEMENT AT 13 DAY STREET, PREPARED FOR TRINITY WASHINGTON VILLAGE LIMITED PARTNERSHIP AND THE NORWALK HOUSING AUTHORITY, NORWALK, CONNECTICUT," DATED SEPTEMBER 12, 2016. THE PUBLIC HEARING SHALL BE CONDUCTED IN ORDER TO HEAR ALL PARTIES INTERESTED IN COMMENTING ON THE ACCEPTANCE OF SUCH REPORT, DETERMINE IF THE FREEHOLDER'S REPORT IS IN THE BEST INTERESTS OF THE CITY AND TO TAKE SUCH ACTION ON SAID REPORT THAT THE COMMITTEE MAY DEEM ADVISABLE. THE PUBLIC HEARING IS SCHEDULED FOR TUESDAY, DECEMBER 6, 2016 AT 7:00 P.M. IN ROOM 231, 2ND FLOOR IN NORWALK CITY HALL, 125 EAST AVENUE, NORWALK, CT.

**** MOTION PASSED UNANIMOUSLY**

**** MR. CORSELLO MOVED THE FOLLOWING:**

- 3. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO EXECUTE ORDERS ON CONTRACT WITH FGB CONSTRUCTION FOR PROJECT NO. PM2016-1 PAVEMENT MANAGEMENT PROGRAM, FOR A SUM NOT TO EXCEED \$850,000.**

**Account No. 0916 4021 5777 C0021
0917 4021 5777 C0021**

Mr. Chimento explained that this item is a continuation of the paving project. It is a unit price contract and increases the existing contract. Ms. Melendez asked if a list of sidewalks could be developed. Mr. Chimento said that the list will eventually be on line. Mr. Bonenfant asked if FGB Construction is good to work with. Mr. Chimento said that he received very good feedback.

**** MOTION PASSED UNANIMOUSLY**

**** MR. LIVINGSTON MOVED THE FOLLOWING:**

5. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AMENDMENT WITH DEERING CONSTRUCTION COMPANY FOR PROJECT NO. RD2016-1 CONCRETE CURBS AND SIDEWALKS AT VARIOUS LOCATIONS, FOR A SUM NOT TO EXCEED \$320,000.

Account No. 0917 4021 5777 C0318

Mr. Chimento said that the department has an open contract with Deering. He wants to get the curbs and sidewalks done this year.

**** MOTION PASSED UNANIMOUSLY**

**** MR. CORSELLO MOVED THE FOLLOWING:**

6. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER AN AGREEMENT WITH ENVIRONMENTAL PARTNERS GROUP, INC. FOR A TOTAL SUM NOT TO EXCEED \$7,500, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO MS4 PERMIT GAP ANALYSIS AND MOCK AUDIT.

ACCOUNT NO. 0916 4027 5777 C0425

Mr. Chimento reviewed the item. He said that effective July 2017, the DEEP is adding water quality based requirements in the new MS4 General Permit. He explained that this is an unfunded mandate, but will cost over \$500,000 per year. Ms. Burns said that the department teamed up with other municipalities and submitted a letter regarding the costs.

Mr. Chimento said that for \$7,500 Environmental Partners Group will review the overall program. Mr. Corsello said that this mandate sounds like a luxury that local municipalities can't afford. Ms. Burns said that water pollution is a regional problem. Mr. Chimento noted that this going on in all the coastal states.

**** MOTION PASSED UNANIMOUSLY**

Ms. Melendez left the meeting at 7:45 p.m.

**** MR. BONENFANT MOVED THE FOLLOWING:**

- 7. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH THE F. A. BARTLETT TREE EXPERT COMPANY PER RFP #3708 FOR TREE REMOVAL/TRIMMING SERVICES NOT TO EXCEED \$100,000 PER YEAR.**

ACCOUNT NO. 0140 29 5296

Mr. Torre explained the item and reviewed the bidding process. He said that there was no clear cut low bidder. He recommended awarding the contract to F. A. Bartlett Tree Expert Company.

**** MOTION PASSED UNANIMOUSLY**

INFORMATION / DISCUSSION

- a. Monthly Solid Waste Report – September 2016

Mr. Chimento said that a notification will go out tomorrow for the leaf pick up program. Quarterly reports were sent to the State. Mr. Chimento will send those reports to the Committee members.

- b. Project Status Report

The status reports are in the meeting package.

- c. Customer Service Report - October 2016

Mr. Chimento reported that the Customer Service department had 372 calls; 303 were for Public Works. He said that the Customer Service department gets all of the customer service calls for the City of Norwalk.

Ms. Melendez returned to the meeting at 7:50 p.m.

Mr. Igneri said that he was in Stamford today and they put in speed tables; they are very effective. Mr. Chimento said that he is against speed bumps. Reports have shown that throughout the country, people speed up between speed bumps. Mr. Torre added that speed bumps increases emergency response time.

Mr. Corsello asked for a status update on engaging an engineer to oversee the WALK Bridge project. He said that this is very important and should not be delayed. Mr. Igneri agreed. Ms. Burns said that funding for the position is going into the budget request for July. Mr. Corsello suggested initiating a special appropriation; he said that Mayor Rilling is on board.

**** MS. MELENDEZ MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:00 p.m.

Respectfully submitted,

Rosemarie Lombardi
Telesco Secretarial Services

Public Works Committee 2017 Meeting Dates

January 3, 2017	7:00pm	Room 225
February 7, 2017	7:00pm	Room 225
March 7, 2017	7:00pm	Room 225
April 4, 2017	7:00pm	Room 225
May 2, 2017	7:00pm	Room 225
June 6, 2017	7:00pm	Room 225
July 5, 2017	7:00pm	Room 225
August 1, 2017	7:00pm	Room 225
September 5, 2017	7:00pm	Room 225
October 3, 2017	7:00pm	Room 225
November 7, 2017	7:00pm	Room 225
December 5, 2017	7:00pm	Room 225



CITY OF NORWALK
Chris Torre
Superintendent of Operations
ctorre@norwalkct.org
P: 203-854-3203 / F: 203-854-3224
15 South Smith Street
Norwalk, CT 06855

To: City of Norwalk, Department of Public Works Committee

From: Chris Torre, Superintendent of Operations

CC: Bruce Chimento, Director of Public Works
Kathryn Hebert, Administrative Services Manager

Date: November 21, 2016

Re: Authorize Purchase of a 2017 Ford Explorer

Resolution:

Authorize the Purchasing Agent to issue a purchase order to Crowley Ford, LLC, for the purchase of one (1) 2016 Ford Explorer for a sum not to exceed \$28,613.00.

Account # 09-17-4031-5777-C0313



Quote Nr: 161113001

Base Warranty	3 years / 35,000 miles
Powertrain Warranty	5 years / 80,000 miles

DESCRIPTION

Ford Explorer Base 4x2 SUV
State Contract Award # 10PSX0239 - Supplement # 43

Vehicle to include all manufacturers standard and optional equipment as described in the original bid specifications plus the following options:

[illegible]



CITY OF NORWALK
Chris Torre
Superintendent of Operations
ctorre@norwalkct.org
P: 203-854-3203 / F: 203-854-3224
15 South Smith Street
Norwalk, CT 06855

To: City of Norwalk, Department of Public Works Committee
From: Chris Torre, Superintendent of Operations
CC: Bruce Chimento, Director of Public Works
Kathryn Hebert, Administrative Services Manager
Date: November 21, 2016
Re: **Department of Public Works CCTV Capital Replacement**

Resolution:

Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Advanced Alarms Security Systems Incorporated RFP# 3709 for the replacement of the CCTV system at the Department of Public Works Operations Center and Transfer Station for a sum not to exceed \$ 23,601.00.

Account No. 091671005777-C0119

Authorize the Director of Public Works to issue orders on agreement to Advanced Alarm Security Systems Incorporated RFP# 3709 for the replacement of the CCTV system at the Department of Public Works Operations Center and Transfer Station for a sum not to exceed \$ 2,360.00.

Account No. 091671005777-C0119

4a & 4b

November 4, 2018

Norwalk Purchasing Department
Response Summary Project # 3709
CCTV System Replacement at Department of Public Works (DPW)

Thank you for your response to our Request for Bid Solicitation. This is only a summary of the submitted bid for this solicitation process.

CONTRACTORS			
	Setronics Corp.	Advance Alarms Security Systems	
Line 32	\$	33,500.00	23,601.00
	Total Cost (Items 1-31)		



Purchasing Department
Finance Group

October 18, 2016

INVITATION TO BID

The City of Norwalk, is soliciting bids for the replacement and installation of the CCTV system at the Public Works Garage, Parks Building, Transfer Station and Waste Water Treatment Plant located at the Department of Public Works (DPW) Facility. The approximate budget for this project ranges from \$30,000.00 to \$35,000.00. The requirements of these services are outlined in greater detail within the specification materials contained within Section 2 of this bid package – Project Specifications; and within the accompanying project drawings.

PROJECT NUMBER:	3709
DEADLINE :	2:00 PM, November 4, 2016
BID TITLE :	CCTV Replacement at Department of Public Works (DPW) Facility
SITE LOCATIONS:	Department of Public Works Facility 15 South Smith Street Norwalk, CT 06855
	Transfer Station 61 Crescent Street Norwalk, CT 068

BID DOCUMENTS for this project are available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download the required software from Adobe.

A Pre-Bid Conference will be held at 10:00am, Wednesday, October 26, 2016, meeting at the Department of Public Works (DPW) Administration Building which is located at 15 South Smith Street, Norwalk CT 06855. A walk-through of the project area will follow the pre-bid conference. The pre-bid conference is not mandatory but highly recommended.

All questions concerning this solicitation must be directed in writing via email to Sharon Connors, sconnors@norwalkct.org. The deadline for submission of questions for this bid solicitation is 02:00PM, Monday, October 31, 2016. Please include the Project Number and Bid Title in the subject line, thank you.

Bidders will be required to provide:

- 10% bid bond with your response (see Section 3.1 C).
- Performance, labor, and materials bond for 100% of the project upon award if the contract value exceeds \$50,000.00 (see Section 3.1 C & D).
- Copies of current certifications as applicable to this solicitation.
- Original bid response, plus nine (9) copies.

CONTINUED TO NEXT PAGE

SPECIAL NOTES:

- 1.) **PROJECT SCHEDULE:** Supply and Installation shall commence on or about Nov. 30, 2016 and shall be completed on or about Jan 30, 2017.
- 2.) **BUILDING PERMITS** - Contractors shall obtain and pay for all required permit(s) for this project. Permits fees are NOT waived for this project.
- 3.) References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
- 4.) Section 4, Item 109-04-2b, page 79, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
- 5.) Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 27 of the Norwalk General Conditions for Construction will be \$100 per day.
- 6.) Contractors are hereby reminded that all submitted bid amounts MUST include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents.
- 7.) Contractors are hereby advised that the determination of the lowest responsible bidder will be based on the sum of the Base Bid(s) and the Alternate Item(s) selected by the City in its best interest. Said determination by the City would be final.

BIDDER LISTS (List of Plan Holders) will not be published.

ADDENDA, if issued, will be available over the Internet at <http://www.norwalkct.org>. It is the responsibility of the bidders to verify the issuance of any addenda. **We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.**

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org>. The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

CONTINUED TO NEXT PAGE

AWARD NOTIFICATION will be issued by mail.

If, after review of the bid documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete documents, along with your detailed proposal, to the Purchasing Department by the due date.

SEALED BID RESPONSES, One (1) Original plus nine (9) copies are to be delivered to:

City of Norwalk
Purchasing Department, Room 103
125 East Avenue
Norwalk, CT 06856-5125

NOTE: The City of Norwalk will not accept any sealed bid submissions via email or facsimile (fax). Please indicate the bid number and bid title on the envelope.

The City of Norwalk is an Affirmative Action/Equal Opportunity Employer; Minority/Women's Business Enterprises are encouraged to apply

TABLE OF CONTENTS

INVITATION TO BID

SECTION 1 - FORMS OF PROPOSAL

- 1.1 RESPONSE FORMS
- 1.2 BIDDERS QUALIFICATIONS
- 1.3 SAMPLE CONTRACT
- 1.4 INSURANCE COVERAGE REQUIREMENTS

SECTION 2 – PROJECT SPECIFICATIONS/SCOPE OF WORK

PROJECT SPECIFICATIONS/SCOPE OF WORK FOR CCTV SYSTEM REPLACEMENT

SECTION 3– GENERAL BIDDING INFORMATION

SECTION 4 - GENERAL CONDITIONS FOR CONSTRUCTION

CITY OF NORWALK - GENERAL CONDITIONS FOR CONSTRUCTION

SECTION 5.1 – NORWALK LIVING WAGE ORDINANCE INFORMATION



SECTION 1 – FORMS OF PROPOSAL

L1 RESPONSE FORM – Bid #3709 CCTV System Replacement at Department of Public Works (DPW) Facility

Vendor Name – Advanced Alarms Security Systems		
Address - 528 Washington Ave, North Haven, CT 06473		
Phone – 203-623-1657	Fax – 203-985-2983	Email charlie@advancedalarms.com
Manager – Charles Dammling		Fed ID# 06-1261029

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

It is further understood and agreed that all the information included in, and attached to, or required by the Request for Bid shall become public record upon delivery to the City.

The following unit prices shall apply to this project:

DPW & Waste Water Treatment Center						
Item #	Camera	Description	Unit	Quantity	Unit Price	Amount (inc labor)
1	N/A	Exacq IP Camera License	EA	3	\$115	\$285
2	1	Exacq IP Camera License	EA	1	\$115	\$285
3	2	Exacq IP Camera License	EA	1	\$115	\$285
4	3	License Plate Reader Alt: HIK 2MP PTZ (HX NOD4220E)	EA	1	\$509	\$979
5	4	License Plate Reader, need zoom capabilities & capture/read specific license plate Alt: HIK 2MP PTZ (HX NOD4220E)	EA	1	\$509	\$979
6	5	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620

7	6	License Plate Reader Alt: HIK 2MP PTZ (HX NOD4220E)	EA	1	\$509	\$979
8	7	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620

9	8	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620
10	9	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620
11	10	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620
12	11	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620
13	12	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620
14	13	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620
15	14	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620
16	15	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620
17	16	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620
18	17	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620
19	18 (New)	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620
20	19(New)	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620
21	20(New)	License Plate Reader, need zoom capabilities & capture/read specific license plate Alt: HIK 2MP PTZ (HX NOD4220E)	EA	1	\$509	\$979
22	21(New)	Alt: HIK3MP (HX-OD2132F12)	EA	1	\$150	\$620
23	R1	Radio Link Alt: KBC WES3-AX-CA	EA	1	\$425	\$1175
24	R2	Radio Link Alt: KBC WES3-AX-CA	EA	1	\$425	\$1175
25	R3	Radio Link Alt: KBC WES3-AX-CA	EA	1	\$425	\$1175
26	R4	Radio Link Alt: KBC WES3-AX-CA	EA	1	\$425	\$1175
27	R5	Radio Link Alt: KBC WES3-AX-CA	EA	1	\$425	\$1175
28	R6	Radio Link Alt: KBC WES-AX-CA	EA	1	\$425	\$1175

	Transfer Station					
29	I/S	Interior Camera Alt: HIK3MP	EA	2	\$150	\$1240
30	O/S	Exterior Camera Alt: HIK3MP	EA	2	\$150	\$1240
31	N/A	Any and Other Additional Costs not previously defined	Labor and misc parts are included in Amount column			\$NA
31	Explanation: Only caveat relates to Radio Links comment listed above					
32	Total Cost (Items 1-31):		\$23,601			
	Total Cost (Items 1-31) in writing:		Twenty Three Thousand, Six Hundred and One Dollars			

Wiring	Type	Cost	
Wiring- linear feet (LF)	Cat 5	\$650	\$.65 per LF

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PROJECT:	3709 CCTV System Replacement at Department of Public Works (DPW) Facility
VENDOR NAME:	Advanced Alarms Security Systems

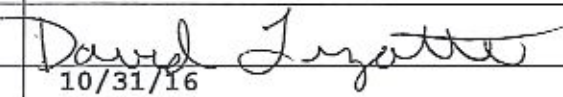
Bid Security in the form of a (check one) is attached.	X	\$3440		Certified Check
Cost for performance bond <u>included in lump sum</u>	\$			per thousand dollars
Insurance Agency Name -	Ciardiello Ins Agency	Tel.-	203-281-1123	
Agency Address -	2725 Whitney Ave Hameden, CT 06518			

Submitted by - Janice Trelease	
Authorized Agent of Company (name and title) Controller	

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	10/31/16	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

Submitted by:

Print Name of Authorized Agent of Company	David Lizotte
Signature of Authorized Agent of Company	
Date	10/31/16

PROJECT:	3709 CCTV System Replacement at Department of Public Works (DPW) Facility
VENDOR NAME:	Advanced Alarms Security Systems

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 28
2. Number of personnel employed Part-time - 0, Full - time 21
3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
Cheshire Academy	2/16	Tom Charette	203-439-7271

Oxford Academy	3/16	Phil Cocchiola	860-399-6247
Waterbury Housing Authority	1/16	Vincent Sica	203-596-2647
BYK USA	1/16	Bryan Farrell	203-303-3219
Town of Wethersfield	11/15	Mike Turner	860-790-0069

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	general partnership				
	limited partnership				
	limited liability corporation				
	limited liability partnership,				
	X	corporation doing business under a trade name			
	individual doing business under a trade name				
	other (specify)				
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?		Yes	No	
			X		
	Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		Yes	No	
6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:					
Business Name	Advanced Alarms Security Systems				
Address	528 Washington Ave				
City	North Haven	State	CT	Zip	06473
Name of Agent	NA				
PROJECT:	3709 CCTV System Replacement at Department of Public Works (DPW) Facility				
VENDOR NAME:	Advanced Alarms Security Systems				

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds

the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also, indicate the portion or section of work a subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
NA			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.



Western Surety Company

BID BOND
(Percentage)

Bond Number: 71843722

KNOW ALL PERSONS BY THESE PRESENTS, That we Advanced Alarm Security Systems, Inc.
of
528 Washington Ave., North Haven, CT 06473, hereinafter
referred to as the Principal, and Western Surety Company
as Surety, are held and firmly bound unto City of Norwalk
of 125 East Ave., P. O. Box 5125, Norwalk, CT 06851
hereinafter referred to as the Obligor, in the sum of Ten (10 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for
Department of Public Works Facility/Transfer Station

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the
damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 4th day of November, 2016

Advanced Alarm Security Systems, Inc.
(Principal)

By [Signature] (Seal)

Western Surety Company
(Surety)

By [Signature] (Seal)
Richard K. Ciardiello Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71B43722

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Richard K. Ciardiello

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Advanced Alarm Security Systems, Inc.

Obligee: City of Norwalk

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of February 4, 2017, but until such time shall be irrevocable and in full force and effect.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Brufat, and its corporate seal to be affixed this 4th day of November, 2016.

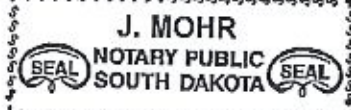


WESTERN SURETY COMPANY

A handwritten signature of Paul T. Brufat in dark ink.

Paul T. Brufat, Vice President

On this 4th day of November, in the year 2016, before me, a notary public, personally appeared Paul T. Brufat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



A handwritten signature of J. Mohr in dark ink.

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 4th day of November, 2016.

WESTERN SURETY COMPANY

A handwritten signature of Paul T. Brufat in dark ink.

Paul T. Brufat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

SECTION 1 – FORMS OF PROPOSAL

1.1 RESPONSE FORM – Bid #3709 CCTV System Replacement at Department of Public Works (DPW) Facility

Vendor Name - <i>Setronics Corp</i>		
Address - <i>5 Executive Park Drive Billerica MA 01862</i>		
Phone - <i>978-671-5450</i>	Fax - <i>978-671-5448</i>	Email - <i>Lshaffer@setronics.com</i>
Manager - <i>Larry Shaffer</i>		Fed ID# <i>47-3334460</i>

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

It is further understood and agreed that all the information included in, and attached to, or required by the Request for Bid shall become public record upon delivery to the City.

The following unit prices shall apply to this project:

DPW & Waste Water Treatment Center						
Item #	Camera	Description	Unit	Quantity	Unit Price	Amount
1	N/A	Exacq IP Camera License	EA	3	\$ 176-	\$ 528-
2	1	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
3	2	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
4	3	License Plate Reader 12MP IP Exterior Bullet	EA	1	\$ 863-	\$ 863-
5	4	License Plate Reader, need zoom capabilities & capture/read specific license plate 12MP IP Exterior Bullet	EA	1	\$ 863-	\$ 863-
6	5	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
7	6	License Plate Reader 12MP IP Exterior Bullet	EA	1	\$ 863-	\$ 863-
8	7	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-

Item #	Camera	Description	Unit	Quantity	Unit Price	Amount
9	8	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
10	9	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
11	10	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
12	11	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
13	12	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
14	13	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
15	14	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
16	15	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
17	16	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
18	17	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
19	18 (New)	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
20	19 (New)	4MP IP Exterior Dome	EA	1	\$ 435-	\$ 435-
		License Plate Reader, need zoom capabilities & capture/read specific license plate				
		12 MP IP Exterior Bullet				
21	20 (New)		EA	1	\$ 863-	\$ 863-
22	21 (New)	12 MP IP Exterior Bullet	EA	1	\$ 863-	\$ 863-
		Radio Link				
23	R1		EA	1	\$ 1,185-	\$ 1,185-
		Radio Link				
24	R2		EA	1	\$ 1,185-	\$ 1,185-
		Radio Link				
25	R3		EA	1	\$ 1,185-	\$ 1,185-
		Radio Link				
26	R4		EA	1	\$ 1,185-	\$ 1,185-
		Radio Link				
27	R5		EA	1	\$ 1,185-	\$ 1,185-
		Radio Link				
28	R6		EA	1	\$ 1,185-	\$ 1,185-

Item #	Camera	Description	Unit	Quantity	Unit Price	Amount
Transfer Station						
29	I/S	4MP IP Dome Interior Camera	EA	2	\$ 435-	\$ 870-
30	O/S	4MP IP Exterior Dome Exterior Camera	EA	2	\$ 435-	\$ 870-
31	N/A	Any and Other Additional Costs not previously defined				\$ 12,947
31	Explanation:					
32	Total Cost (Items 1-31):		\$ 33,600.00			
	Total Cost (Items 1-31) in writing:		thirty three thousand six hundred dollars			

Wiring	Type	Cost
Wiring- linear feet (LF)	Cat 5	\$ per LF

CONTINUED TO NEXT PAGE

PROJECT:	3709 CCTV System Replacement at Department of Public Works (DPW) Facility
VENDOR NAME:	Setronics Corp.

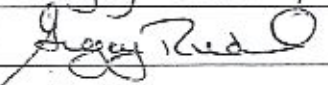
Bid Security in the form of a (check one) is attached.	☒ Bond	☐ Certified Check
Cost for performance bond <u>included</u> in lump sum	\$ 2/A - below \$50,000	per thousand dollars
Insurance Agency Name -	Choice Insurance	Tel.- 978.343.4853
Agency Address -	376 Somner St. Fitchburg MA 01420	

Submitted by - Gregory Riedel	
Authorized Agent of Company (name and title) C.F.D.	Date 11.3.16

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	10.13.16.	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

Submitted by:

Print Name of Authorized Agent of Company	Gregory Riedel / C.F.D.
Signature of Authorized Agent of Company	
Date	11.3.16.

PROJECT:	3709 CCTV System Replacement at Department of Public Works (DPW) Facility
VENDOR NAME:	Setronics Corp

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

- Number of years in business - 46 years
- Number of personnel employed Part-time - , Full - time 40
- List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
Canton Public Schools	ongoing	Nike Wetland	791.821.5060
Raymond School District	2016	Todd Ledoux	603.234.3390
Nantucket Wastewater	2015	David Gray	508.728.4924

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	general partnership		
	limited partnership		
	limited liability corporation		
	limited liability partnership,		
	☒	corporation doing business under a trade name	
	☐	individual doing business under a trade name	
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	☒ Yes	☐ No
6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name	N/A		
Address			
City		State	Zip
Name of Agent			

PROJECT:	3709 CCTV System Replacement at Department of Public Works (DPW) Facility
VENDOR NAME:	Setronics Corp

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- Book Value (Total Assets (-) Total Liabilities)
- Working Capital (Current Assets (-) Current Liabilities)
- Current Ratio (Current Assets/Current Liabilities)
- Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- Return on Assets (Net Income/Total Assets)
- Return on Equity (Net Income/Shareholder's Equity)
- Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also, indicate the portion or section of work a subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
N/A			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION

1.3 SAMPLE CONTRACT

AIA® Document A310™ – 2010

#71843549

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Setronics Corporation
5 Executive Park Dr.
North Billerica, MA 01862

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
333 Wabash Ave., 41st Floor
Chicago, IL 60604

OWNER:

(Name, legal status and address)

City of Norwalk
15 South Smith St.
Norwalk, CT 06855

BOND AMOUNT: Ten Percent of the Total Amount Bid (10%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number if any)

CCTV Replacement at Department of Public Works (DPW) Facility,
15 South Smith St., and Transfer Station, 61 Crescent St., Norwalk, CT 06855

Project Number, if any: #3709

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or Contract Documents with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2016

✓
(Witness)

(Witness) Sandy Kruger

✓
(Principal)

(Title)

(Surety)

(Title)

(Seal)

(Seal)

Todd Stein (Attorney-In-Fact)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Levinson, Todd Stein, Jeff McQuate, Individually

of Akron, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruffat

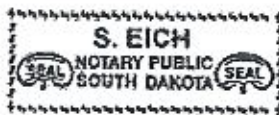
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of June, 2015, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of November, 2016.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



STATE OF CONNECTICUT
INSURANCE DEPARTMENT

This is to Certify, Western Surety Company

having complied with the laws of the State of Connecticut, is licensed to transact in this state until the first day of May 2017, unless this license be sooner revoked, the lines of
10 14

- | | |
|--|-------------------------------------|
| 1. Fire, Extended Coverage, and Other Allied Lines | 16. Burglary and Theft |
| 2. Homeowners Multiple Peril | 17. Boiler and Machinery |
| 3. Commercial Multiple Peril | 18. Credit |
| 4. Earthquake | 19. Reinsurance |
| 5. Growing Crops | 20. Life Non-Participating |
| 6. Ocean Marine | 21. Life Participating |
| 7. Inland Marine | 22. Variable Life Non-Participating |
| 8. Accident and Health | 23. Variable Life Participating |
| 9. Workman's Compensation | 24. Variable Annuities |
| 10. Liability other than Auto (B. I. and P.D.) | 25. Title |
| 11. Auto Liability (B. I. and P.D.) | 26. Fraternal Benefit Society |
| 12. Auto Physical Damage | 27. Mortgage Guaranty |
| 13. Aircraft (All Perils) | 28. Health Care Center |
| 14. Fidelity and Surety | 29. |
| 15. Glass | 30. |

Witness my hand and official seal, at Hartford,
this 1 day of May 2016

Katherine L. Wade

Certificate of Authority and Compliance

Insurance Commissioner

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2015

ASSETS

Bonds	\$ 1,694,282,606
Common stocks	24,218,356
Cash, cash equivalents, and short-term investments	25,339,975
Investment income due and accrued	20,596,996
Premiums and considerations	27,577,388
Amounts recoverable from reinsurers	9,329,459
Federal & foreign income taxes recoverable	3,597,963
Net deferred tax asset	16,095,068
Receivable from parent, subsidiaries, and affiliates	1,645,324
Other assets	1,016,832
Total Assets	<u>\$ 1,823,699,967</u>

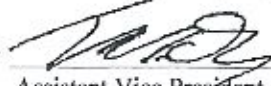
LIABILITIES AND SURPLUS

Losses	\$ 214,978,759
Loss adjustment expense	56,382,252
Other expenses	1,040,680
Taxes, License and fees	2,313,346
Unearned premiums	207,378,031
Advance premiums	5,566,599
Ceded reinsurance premiums payable	1,844,830
Provision for reinsurance	681,280
Other liabilities	10,175,884
Total Liabilities	<u>\$ 500,361,661</u>

Surplus Account:	
Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,039,266,469
Surplus as regards policyholders	<u>\$ 1,323,338,306</u>
Total Liabilities and Capital	<u>\$ 1,823,699,967</u>

I, Froy Wray, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2015, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

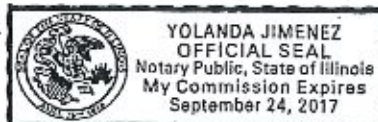
Western Surety Company

By 

Assistant Vice President

Subscribed and sworn to me this 21st day of March, 2016.

My commission expires:




Notary Public



DEPARTMENT OF PUBLIC WORKS

November 15, 2016

Honorable Mayor and Members
Of the Common Council
City Hall
125 East Avenue
Norwalk, CT 06856

FREEHOLDERS REPORT – Abandonment/Discontinuance of a Portion of Hanford Place

Ladies and Gentlemen:

We, the undersigned Freeholders, appointed by your Honorable Body, do hereby assess benefits and damages resulting from the proposed street abandonment/discontinuance of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0), identified as Parcel X-1 consisting of 92± Sq. Ft. on a map on file in the Department of Public Works.

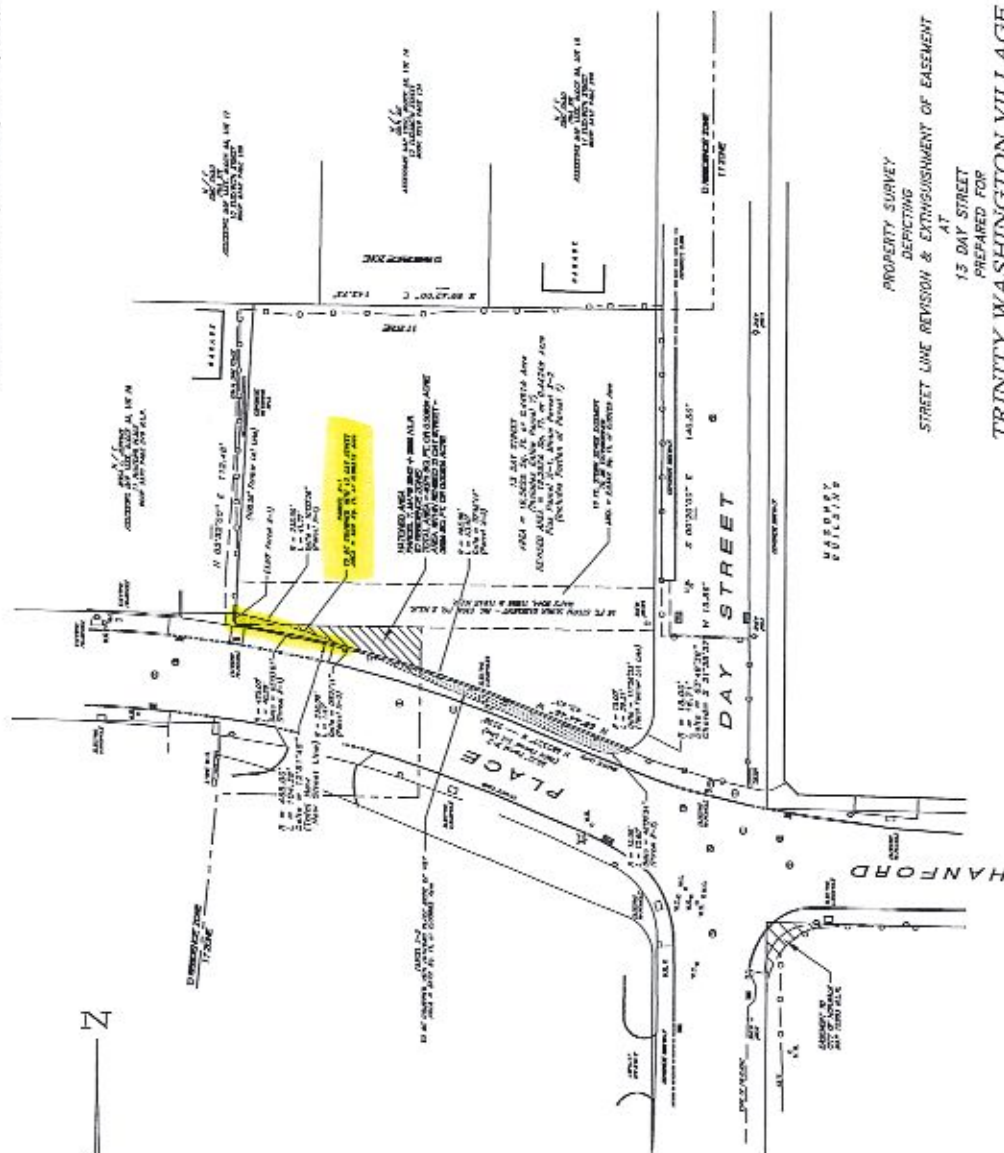
Reference is hereby made to the map on file entitled "Property Survey Depicting Street Line Revision & Extinguishment of Easement at 13 Day Street, Prepared For Trinity Washington Village Limited Partnership and The Norwalk Housing Authority, Norwalk, Connecticut," dated September 12, 2016, prepared by William W. Seymour & Associates, P.C., Darien, Connecticut.

It is envisioned and intended by the parties hereto that title to any such abandoned public street will devolve, pursuant to common law onto the owner of said abutting property on the north side of the Right-Of-Way (13 Day Street Parcel).

We, the Freeholders, recommend that no benefits or damages be assessed as a result of this action in accordance with the "Option To Purchase Agreement By and Between The City of Norwalk, Connecticut and the Norwalk Housing Authority," dated August 16, 2013 as amended on February 11, 2015.

Respectfully Submitted,

A stylized signature in black ink, appearing to read "Larry Ruttenberg".
Larry RuttenbergA signature in blue ink, appearing to read "Kevin Poruban".
Kevin PorubanA signature in blue ink, appearing to read "Charles Pennington III".
Charles Pennington III



OSTAL/DESCRIPTION OF EASEMENT TO BE EXTINGUISHED



PROPERTY SURVEY
DEPICTING
STREET LINE REVISION & EXTINGUISHMENT OF EASEMENT
AT
13 DAY STREET
PREPARED FOR
TRINITY WASHINGTON VILLAGE
LIMITED PARTNERSHIP
AND
THE NORWALK HOUSING AUTHORITY
NORWALK, CONNECTICUT
SCALE 1" = 20 FT.
SEPTEMBER 12, 2016
WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS & ZONING & LAND USE CONSULTANTS
170 NORWOTON AVENUE ~ 203-655-3331 ~ DAREN, CT 06420
15-132831 ALNY JULY 05-12-16.DWG



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Bruce M. Chimento, P.E.
Director of Public Works

FROM: Paul L. Sotnik, P.E. *P.L.S.*
Senior Civil Engineer

CC: Lisa Burns, P.E.
Principal Engineer

REF: Mail List – Freeholders Report Public Hearing - Abandonment of a Portion
of Hanford Place

DATE: November 18, 2016

I have listed below, all of the people who were mailed by Certified Mail, invitation letters for the Public Hearing for the Freeholders Report concerning the abandonment of a portion of Hanford Place.

Ms. Donna I. King
City Clerk
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06851-5125

Sono Square Associates LLC
c/o David Adam Realty
28 Church Lane
Westport, Ct 06880-5346
(85-99 Water Street)

IBI LLC
11 Day Street
Norwalk, ct 06854-0000

Rosa L. Jenkins
11 Hanford Place
Norwalk, ct 06854-0000

10 Elizabeth Street LLC
393 Fortune Boulevard
Milford, MA 01757
(10 Elizabeth Street)

12 Elizabeth Street LLC
393 Fortune Boulevard
Milford, MA 01757
(12 Elizabeth Street)

14 Elizabeth Street LLC
393 Fortune Boulevard
Milford, MA 01757
(14 Elizabeth Street)



November 18, 2016

Sent Certified Mail: 7014 0510 0000 5647 6167

Rosa L. Jenkins
11 Hanford Place
Norwalk, ct 06854-0000

Re: Freeholders Report Public Hearing - Abandonment of Hanford Place Right-Of-Way – 11
Hanford Place

11 Hanford Place:

On November 8, 2016, the Common Council of the City of Norwalk approved the necessity for the abandonment of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0) as depicted on a map entitled "Property Survey Depicting Street Line Revision & Extinguishment of Easement at 13 Day Street, Prepared For Trinity Washington Village Limited Partnership and The Norwalk Housing Authority, Norwalk, Connecticut," dated September 12, 2016 on file in the Department of Public Works and appointed a committee of Freeholders to assess benefits and damages associated with the said abandonment. As one of the abutting property owners, you are hereby notified and invited to the Public Hearing for the Freeholders Report concerning the said abandonment. At this Public Hearing, all interested parties are invited to voice their opinions and any objections to the report of the Freeholders in relation to this abandonment as it relates to the best interests of the citizens of the City of Norwalk. The Public Hearing is scheduled for Tuesday, December 6, 2016 at 7:00 P.M. in Room 231 on the 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

If you have any questions prior to the meeting, please contact me at (203) 854-7891.

Sincerely,

Paul L. Sotnik, P.E.
Senior Civil Engineer

CC: Bruce J. Chimento, P.E. – Director of Public Works
Lisa Burns, P.E. – Principal Engineer
Public Works Committee

The Hour

CLASSIFIED MARKETPLACE

203-354-1100

classified@thehour.com

Hours: 8:30 a.m.-5:00 p.m., M-F • Major Credit Cards Accepted

GENERAL HELP WANTED

SENIOR SOFTWARE QUALITY & DEVELOPMENT ENGINEER

Full-Time, Salaried Position

Job Description:

• Develop/Test new releases

(regression & performance testing)

• Identify & track defects & enhancement requests

• Implement processes to improve product quality

• Qualifications:

• Bachelor's Degree (IT or Business Intelligence)

• Quality Assurance certification

• One Hyperion EPM certification

• Experience:

• Oracle Hyperion EPM - 3+ years

• Accellis Software - 2+ years

• Familiar with architecture/ main features & can perform full implementation

• Ability to perform/ understand:

• Full implementation of recent EPM releases

• EPM tuning, resolve performance issues

• Application design (including structure, documents & rules)

• Additional Skills required:

• Performance testing (from scripting to reporting results)

• Testing multi-tier software

• Advanced problem solving & technical troubleshooting capabilities

• Development skills in C#, Java & DB queries

Location: Wilton, CT

Employer: Accellis

Send resume to:

careers@accellis.com

HEALTHCARE & EMPLOYMENT OPS

PHLEBOTOMIST

For busy multi-specialty office.

Experience a Plus.

Fax resume to 203-945-9163

LOST AND FOUND

Norwalk Animal Shelter

203-854-3240 - FOUND Imp 059

French bulldog, white w/ black male

HEATING AND FIREWOOD

FIREWOOD - \$190 a cord, 2/3370, Half/5120, Clean, seasoned, split hardwood. Delivered 203-572-9170

MERCHANDISE FOR SALE

30 X 48' SHED for sale with a mafia block foundation. The shed is made by Cover It All. The buyer is responsible for dismantling the shed and taking the mafia blocks.

\$5000.00 Call for more information 203-856-3994

ROOMS FOR RENT

FURNISHED ROOM FOR RENT.

Norwalk, 2nd floor, sep. entrance, all uti. incl., quiet fam. neighb.

\$550/month, no kit., 203-829-6199.

APARTMENTS FOR RENT

2-PERSON APARTMENT, Nor-

walk, private, preferred quiet

neighborhood, great view

APARTMENTS FOR RENT



WILTON Charming Single, 2 BD
+ den, Forest setting, Hard Flrs,
frp/c, beam ceilings, garage, WD
\$2290. Avail. 12/1. 212-427-3634

COMPUTER SERVICES

HOUSES/SMALL OFFICE

Set-up, Troubleshooting, network/

internet, virus protection, repairs/

backup. Call Tom 203-348-5626

PUBLIC NOTICES



Bids Invited

#3717 - Invitation to Bid -

The City of Norwalk is soliciting

bid submissions for one (1)

2017 Ford Explorer.

The deadline for the

submission of bids for

this solicitation is 2:00pm

December 2nd, 2016.

Information is available on the internet.

The City's website is located at <http://www.norwalkct.org>.

Information about doing business with

the City of Norwalk can be found within

the "Business" tab listed on the main

page of the website. The document

number will be the same as the project

number related above. Additional

information is also available by contacting

the Purchasing Department, Norwalk

City Hall, 125 East Ave., P.O. Box 5125

Norwalk, Connecticut 06856-0125

Tel.: (203) 854-7712, Fax: (203) 854-7617

PUBLIC NOTICES

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing to hear the Freeholder's Report and any Public comment on said Report for the abandonment/discontinuance of a portion of Hartford Place along the northern boundary of the Hartford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0) as depicted on a map entitled "Property Survey Depicting Street Line Revision & Extinction of Easement at 13 Day Street, Prepared For Trinity Washington Village Limited Partnership and The Norwalk Housing Authority, Norwalk, Connecticut," dated September 12, 2016, at a scale of 1"=20' on file in the Department of Public Works. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the acceptance of such report, determine if the Freeholder's Report is in the best interests of the City and to take such action on said report that the committee may deem advisable. The Public Hearing is scheduled for Tuesday, December 6, 2016 at 7:00 P.M. in Room 281, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

Dated this 21st Day of November, 2016, at Norwalk Connecticut

ATTEST: Donna I. King, City Clerk

November 15, 2016

Honorable Mayor and Members

Of the Common Council

City Hall

125 East Avenue

Norwalk, CT 06856

FREEHOLDERS REPORT - Abandonment/Discontinuance of a

Portion of Hartford Place

Ladies and Gentlemen:

We, the undersigned Freeholders, appointed by your Honorable Body, do hereby assess benefits and damages resulting from the proposed street abandonment/discontinuance of a portion of Hartford Place along the northern boundary of the Hartford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0), identified as Parcel X-1 consisting of 92± Sq. Ft. on a map on file in the Department of Public Works.

Reference is hereby made to the map on file entitled "Property Survey Depicting Street Line Revision & Extinction of Easement at 13 Day Street, Prepared For Trinity Washington Village Limited Partnership and The Norwalk Housing Authority, Norwalk, Connecticut," dated September 12, 2016, prepared by William W. Seymour & Associates, P.C., Danlen, Connecticut.

It is envisioned and intended by the parties hereto that title to any such abandoned public street will devolve, pursuant to common law onto the owner of said abutting property on the north side of the Right-Of-Way (13 Day Street Parcel).

We, the Freeholders, recommend that no benefits or damages be assessed as a result of this action in accordance with the "Option To Purchase Agreement By and Between The City of Norwalk, Connecticut and the Norwalk Housing Authority," dated August 16, 2013 as amended on February 11, 2015.

Respectfully Submitted,

Larry Rutenberg

Kevin Peruban

Charles Pennington III

ASK ABOUT OUR SPECIALS

Call Classified at

203-333-4151

CLASSIFIED ADVERTISING

Call 203-333-4151

M-F, 8:30 a.m. to 4:30 p.m.



SHEFFIELD RIDGE NORWALK

150RM 18TH W to Wall Carpet-

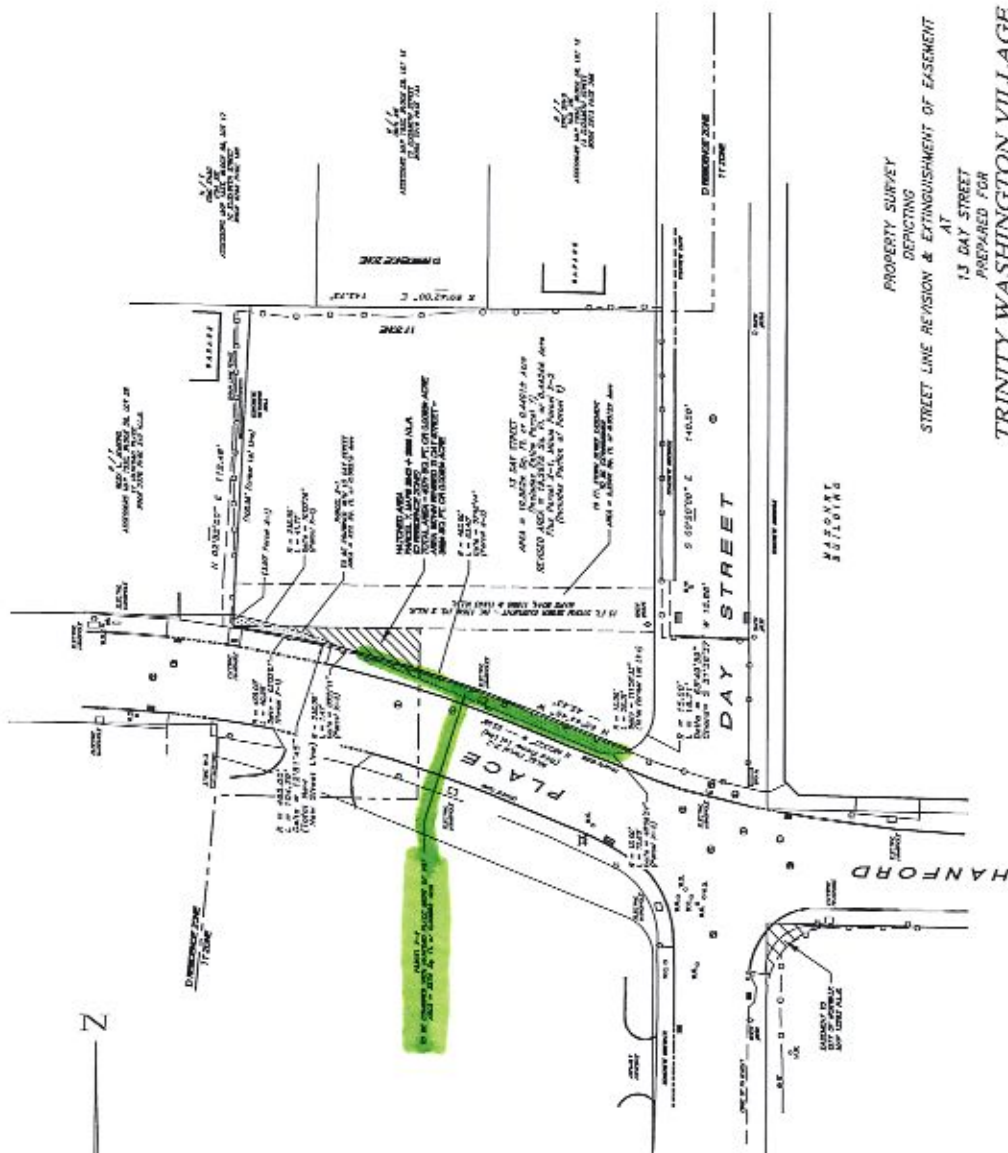
ing, Top Fl. Eat-in Kitchen, Gas

Stove, Large LivingRM/ DiningRM

Combo, Heat Incl. Extra Storage w/

or without garage. Avail. DEC.

203-854-7712



DETAIL/DESCRIPTION OF EASEMENT TO BE EXTINGUISHED

PROPERTY SURVEY
DETECTING
STREET LINE REVISION & EXTINGUISHMENT OF EASEMENT
AT
13 DAY STREET
PREPARED FOR
TRINITY WASHINGTON VILLAGE
LIMITED PARTNERSHIP

THE NORWALK HOUSING AUTHORITY
NORWALK, CONNECTICUT

SCALE: 1" = 20 FT. SEPTEMBER 12, 2016

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
170 MCROTOW AVENUE ~ 263-665-3331 ~ DARIEN, CONN. 06828

UJ-13283 LRV 13 DAY 09-12-16.DWG

TO MY KNOWLEDGE AND BELIEF, THIS USE IS

Unit 5. Letter CT 7.5 119204



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**Norwalk Planning Commission
125 East Avenue
Norwalk, Connecticut**

MEMORANDUM

November 18, 2016

TO: Common Council

FROM: Frank Strauch, RLA, Site Planner 

SUBJECT: 8-24 Review –Public Works Committee of the Common Council – Street widening of a 387+/- sf portion of Hanford Place (known as Parcel X-2)

At their November 15, 2016 meeting, the Planning Commission voted to on the following resolution:

RESOLVED by the Norwalk Planning Commission in accordance with Section 95-35 of the City Code under an 8-24 Review regarding the street abandonment of a portion of Hanford Place be **APPROVED** ;
and

BE IT FURTHER RESOLVED that the reasons for this action are:

- 1) To implement the Plan of Conservation and Development goal to "Provide a safe and efficient vehicular transportation system. (E.3.1. p. 37); and

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Common Council.

Cc: Rilling, Chimento, Sheehan, File

§ 91-1 Purpose.

In order to assure the proper disposal of sewage and wastewaters and the proper operation and maintenance of the public sewers, sewage treatment plants and other sewage works within the City of Norwalk and to provide an adequate record of sewers, drains, appurtenances and connections thereto, the following chapter is hereby enacted.

§ 91-2 Definitions.

A. Unless the context specifically indicates otherwise, the meaning of terms used in these provisions shall be as follows for purposes of Chapters 91 through 99:

BOD (BIOCHEMICAL OXYGEN DEMAND) The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C. expressed in mg/l (milligrams per liter) by weight.

CHLORINE DEMAND The amount of chlorine which must be added to water or waste to produce a residual chlorine content of at least 0.1 milligram per liter after a minimum contact time of 10 minutes.

CITY The City of Norwalk.

DIRECTOR The Director of Public Works, City of Norwalk, or the person named by the Director to perform the duties of the "Director" in his absence, in the enforcement provisions of this chapter.

DRAINLAYER or LICENSED DRAINLAYER Either an individual, partnership or corporation to whom the city has issued a license to install, alter or repair sewers, sewer connections, house connections, etc., during the period when such license is valid, and the proper agents and representatives of such "drainlayer."

GRINDER PUMP A mechanical device that shreds solids and pumps sanitary sewage from a building to the public sewer or low pressure sewer system.

GRINDER PUMP DISCHARGE LINE The low pressure line from the grinder pump to the public sewer or low pressure sewer system.

LOW PRESSURE SEWER SYSTEM A pressurized system that collects, pumps and conveys sanitary sewage from multiple parcels to a public sewer. The system consists of grinder pumps, grinder pump discharge lines, low pressure sewer main, and any other system appurtenances.

NATURAL OUTLET Any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

PERSON Any individual, firm, partnership, association, corporation, company, public utility, taxing district or organization of any kind, but excluding the city, its officers, boards, agencies or departments.

pH The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

SEWAGE Wastewater or water-carried wastes from residences, business buildings, institutions and industrial establishments. "Sewage" shall be further classified as follows:

(1) **DOMESTIC OR SANITARY SEWAGE** The solid and liquid wastes from toilet and lavatory fixtures, kitchens, laundries, bathtubs, shower baths or equivalent fixtures as discharged from dwellings and business and industrial buildings.

(2) **INDUSTRIAL SEWAGE OR WASTES** Includes the water-carried wastes of any industrial process as distinct from domestic or sanitary sewage. All substances carried in industrial wastes, whether dissolved, in suspension or mechanically carried by water, shall be considered as "industrial wastes."

(3) STORMWATER Includes the runoff or discharge of rain, melted snow or other water from roofs, surfaces of public or private lands or elsewhere. "Stormwater" also shall include subsoil drainage as defined in Subsection (4) below.

(4) SUBSOIL DRAINAGE Includes water from the soil percolating into subsoil drains and through foundation walls, basement floors or underground pipes.

(5) COOLING WATER Includes the wastewater from airconditioning, industrial-cooling, condensing and hydraulically powered equipment or similar apparatus.

(6) GARBAGE - Solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce. "Properly shredded garbage" shall mean garbage which has been shredded so that no garbage particles will be greater than 1/2 inch in any dimension.

SEWAGE TREATMENT PLANT Any arrangement of devices and structures used for treating sewage.

SEWAGE WORKS All facilities for collecting, pumping, treating and disposing of sewage or wastewater.

SEWER or DRAIN The pipe or conduit, together with manholes and other structures or equipment appurtenant thereto, provided to carry sewage, waste liquids, stormwater or other wastes. "Sewers" shall be classified as follows:

(1) PUBLIC SEWER A trunk, main or lateral sewer up to and including the Y-branch or tee provided for connection thereto, and to which all owners of abutting properties have equal rights and which is controlled by public authority. The "public sewer" does not include the building or house sewer or the building-connection lateral after it is connected with a building sewer.

(2) SANITARY SEWER A sewer which carries only sanitary sewage and to which stormwater, subsoil drainage and cooling water are not intentionally admitted.

(3) COMBINED SEWER A sewer receiving both stormwater and domestic sewage, including acceptable discharge of industrial wastes, subsoil drainage and cooling water.

(4) STORM SEWER or STORM DRAIN A pipeline carrying stormwater, subsoil drainage, acceptable cooling water or other reasonably clean waters, but excluding domestic and polluted industrial waste.

(5) BUILDING DRAIN That part of the lowest horizontal piping of a building drainage system that receives the discharge from the soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

(6) BUILDING OR HOUSE SEWER The extension from the building drain to the public sewer.

(7) BUILDING-CONNECTION LATERAL The pipe laid incidental to the original construction of a public sewer from said public sewer up to some point at the side of the street, highway or similar location and there capped, having been provided and intended for extension and for use at some time thereafter as a part of a building or house sewer connection.

SLUG Any discharge of water, sewage or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds, for any period of duration longer than 15 minutes, more than five times the average twenty-four-hour concentration of flows during normal operation.

SUSPENDED SOLIDS Solids that either float on the surface or are in suspension in water, sewage or other liquids and which are removable by filtering, as prescribed in Standard Methods for the Examination of Water, Sewage and Industrial Waste, American Public Health Association.

WATERCOURSE A channel in which a flow of water occurs, either continuously or intermittently.

WATER POLLUTION CONTROL AUTHORITY The Water Pollution Control Authority established by Chapter 113 of the Norwalk Code.[Amended 3-26-2002]

B. Word usage. "May" is permissive; "shall" is mandatory.

§ 91-3 General requirements for disposal of community wastes.

A. It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner upon public or private property within the City or in any area under the jurisdiction of said City any human or animal excrement, garbage or other objectionable waste.

B. It shall be unlawful to discharge to any natural outlet or storm sewer within the City or in any area under the jurisdiction of said City any sanitary sewage, industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

C. The owners of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the City and abutting on any street alley or right-of-way in which there is now located or may in the future be located a public, sanitary or combined sewer are hereby required at their expense to install suitable toilet facilities therein and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter within 30 days after the date of official notice to do so.

§ 91-4 Waste restrictions.

A. No person shall discharge into any public sewer any waste, substance or waters other than such kinds or types of water-carried wastes for the conveyance of which the particular public sewer is intended, designed or provided.

B. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water or unpolluted industrial process waters to any sanitary sewer.

C. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the Director.

D. No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

(1) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

(2) Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the sewage treatment plant.

(3) Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.

(4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works, such as but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

E. No person shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely, in the opinion of the Director, that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse effect on the receiving stream or can otherwise endanger life, limb, public property or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the Director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant and other pertinent factors. The substances prohibited are:

- (1) Any liquid or vapor having a temperature higher than 150° F. or 65° C.
- (2) Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 milligrams per liter or containing substances which may solidify or become viscous at temperatures between 32° and 150° F. or 0° and 65° C.
- (3) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of 3/4 horsepower [0.76 horsepower metric] or greater shall be subject to the review and approval of the Director.
- (4) Any waters or wastes containing strong acid ironpickling wastes or concentrated plating solutions, whether neutralized or not.
- (5) Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances or wastes exerting an excessive chlorine requirement to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Director for such materials.
- (6) Any waters or wastes containing phenols or other taste- or odor-producing substances in concentrations exceeding limits which may be established by the Director as necessary, after treatment of the composite sewage, to meet the requirements of the state, federal or other public agencies or jurisdiction for such discharges to the receiving waters.
- (7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Director in compliance with applicable state or federal regulations.
- (8) Any waters or wastes having a pH in excess of 9.5.
- (9) Materials which exert or cause:
 - (a) Unusual concentrations of inert suspended solids, such as but not limited to fuller's earth, lime slurries and lime residues, or of dissolved solids, such as but not limited to sodium chloride and sodium sulfate.
 - (b) Excessive discoloration, such as but not limited to dye wastes and vegetable tanning solutions.
 - (c) Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works, which may cause the effluent limitations of the discharge permit to be exceeded.
 - (d) Unusual volume of flow or concentration of wastes constituting slugs as defined herein.
- (10) Waters or wastes containing substances that are not amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

F. Determination on discharge and review of facilities.

(1) If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in § 91-4, Waste restrictions, and which, in the judgment of the Director, may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, the Director may:

- (a) Reject the wastes;
- (b) Require pretreatment to an acceptable condition for discharge to the public sewers;
- (c) Require control over the quantities and rates of discharge; and/or
- (d) Require additional payment to cover the added cost of handling and treating the wastes.

(2) If the Director permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Director and subject to the requirements of all applicable codes, ordinances, laws and the municipal discharge permit. Further, such pretreatment installations must be consistent with the requirements of any state pretreatment permit issued to the industry.

G. Grease, oil and sand traps shall be provided when, in the opinion of the Director, they are necessary for the proper handling of liquid wastes containing grease in excessive amount or any flammable wastes, sand or other harmful ingredients, except that such traps shall not be required for private living quarters or dwelling units. All traps shall be of a type and capacity approved by the Director and shall be located as to be readily and easily accessible for cleaning and inspection.

H. Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

I. When required by the Director, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole, together with such necessary meters, and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the Director. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times. All industries discharging into a public sewer shall perform such monitoring of their discharge as the Director and/or other duly authorized employees of the city may reasonably require, including installation, use and maintenance of monitoring equipment, keeping records and reporting the results of such monitoring to the Director. Such records shall be made available, upon request by the Director, to other agencies having jurisdiction over discharges to the receiving water.

J. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, and shall be determined at the control manhole provided or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb and property.

K. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the city and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the city for treatment, subject to payment therefor by the industrial concern, provided that such agreements do not contravene any requirements of existing federal laws and are compatible with any user charge and industrial cost-recovery system in effect.

§ 91-5 Persons authorized to work on public sewers.

A. Connections, alterations or repairs to any public sewer or the manholes or other appurtenances of said sewer system in the city shall not be made by any person without a permit issued by the Director.

B. No unauthorized person shall open the cover of, enter or alter any manhole or other appurtenance of any public sewer nor place or insert in any public sewer or its appurtenances any foreign material which said sewer or its appurtenances was not intended to receive; nor shall any person damage, destroy, uncover, deface or tamper in any way with any public sewer or its appurtenances. Any person violating this provision may be subject to arrest under a charge of disorderly conduct, in addition to such other penalties as may hereinafter be provided.

C. The Director shall maintain the public sewers and manholes and shall respond to reports of obstructions or defects thereof, provided that the Director shall not be obliged to respond to a call reporting a defect in the public sewer unless such report includes sufficient information to enable the Director to determine whether the problem has been caused by a portion of the public sewer, rather than in a lateral or plumbing system which is not a portion of the public sewer system. Private persons requesting the Director to make repairs, as aforesaid, shall include in any such request sufficient information to support the conclusion that the alleged obstruction or defect is, in fact, attributable to the public sewer system, rather than to a private lateral or plumbing system.

§ 91-6 Building or house sewer permits.

A. There shall be two classes of building permits for sewers: Class A for residential and commercial service and Class B for service to establishments producing industrial wastes. In either case, the owner or his agent shall make application on a special form furnished by the city. No person shall discharge into the public sewer any industrial or commercial waters or wastes without obtaining an appropriate permit from the Connecticut Department of Environmental Protection pursuant to § 25-54, of Chapter 474a of the Connecticut General Statutes prior to discharge of said waters or wastes to the city's sewerage system.

B. The application shall state the location and character of the work to be performed, the person granted permission to perform such work, the time limit for completion of the work, the general character of the wastes which are or may be discharged into the sewer in question and any other pertinent information or conditions. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Director. A permit and inspection fee, as established in accordance with the provisions of § 90-4, Approval of rates and fees, shall be paid to the Director at the time the application is filed.

C. All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. All building sewers shall be maintained by the owner of the property served. When a building-connection lateral has been connected with a building sewer, the lateral shall become and thereafter be a part of such building connection and shall be maintained at the expense of the owner or owners of the property served.

D. No person, other than those working for and under the direction of the Director, shall excavate, construct, install, lay, repair, alter or remove any building or house sewer or any appurtenance thereof, within the city, if such sewer is connected or discharged or is intended at some future time to be connected or discharged, directly or indirectly, into any public sewer of the city, until said person has a permit secured by the owner of the property or his agent for doing such work, and further provided that said person has been granted a license to perform said work by the Director under the stipulations and requirements of § 91-7, Licensing for authorized personnel, of this chapter.

E. Any permit may be suspended or terminated by the Director on written notice to the permittee for violation of the conditions thereof or for any violation of the requirements of this chapter or for other reasons in the public interest. Any person proposing a new discharge into a public sewer or a substantial change in the volume or character of pollutants that are being discharged into a public sewer shall notify the Director at least 45 days prior to the proposed charge or connection.

F. The Director and/or other duly authorized employees of the city, bearing proper credentials and identification, shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter. The Director or his representatives shall have no authority to inquire into any processes, including metallurgical, chemical, oil, refining, ceramic, paper or other industries, beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment. While performing the necessary work on private properties referred to above, the Director or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the city employees, and the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in § 91-4, Waste restrictions. The Director and other duly authorized employees of the city, bearing proper credentials and identification, shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

§ 91-7 Licensing for authorized personnel.

A. Only the following person or persons shall construct, repair, alter or remove building sewers or make connections therefrom to the public sewer:

- (1) Regular forces of a contractor employed by the Director.
- (2) Regular forces of any public utility corporation while engaged in work incidental to the structures of said utility company and operating under a permit issued by the Director.
- (3) Any person who shall have been licensed by the Director to perform work of this type during the period provided by the license and under the conditions of the license. Such persons shall be called "licensed drainlayers"; however, it is not the intent of this section to restrict the usual work of plumbers or others working in accordance with any local plumbing and building codes. Plumbers and others may work on pipes within and not more than five feet outside the walls of any structure, provided that no connection to a public sewer shall be made by such persons without a permit from the Director, irrespective of the distance of said public sewer to the structure in question. All drains and fixtures within structures shall be connected by plumbers and others in conformity with the requirements of these regulations as to what may or what may not be discharged into public sewers.

B. The following provisions shall apply to licensed drainlayers:

- (1) Any person desiring to be licensed as a drainlayer in the city shall file an application in writing with the Director, furnishing such information as the Director may require with respect to his qualifications and the qualifications of his personnel. The fee for a drainlayer's permit shall be as established in accordance with the provisions of § 90-4, Approval of rates and fees, which shall be paid before any permit is granted. The Director may withhold the issuance of a license for a period of 30 days after the filing of an application. After making such investigation as the Director deems necessary, he will issue a license to any applicant, including master plumbers, contractors or others, who is deemed to be qualified on the basis of experience and training.
- (2) Each license shall expire on December 31 of the year in which issued, shall be nontransferable and may be renewed annually upon payment of a renewal fee as established in accordance with the provisions of § 90-4, Approval of rates and fees.
- (3) The Director may at any time revoke the license of a drainlayer for any violation of this chapter.
- (4) Any person licensed as a drainlayer shall give personal attention to the work performed and shall employ only competent persons who are familiar with this chapter.
- (5) Each licensed drainlayer shall file with the Director a performance and guaranty bond, which shall remain in full force for at least 13 months from the date of application, in an amount, form and with surety satisfactory to the Director.
- (6) Each licensed drainlayer shall file with the Director a certificate of insurance and shall thereafter provide renewal certificates, as appropriate, executed by an insurance company satisfactory to the Corporation Counsel and in a form and to the dollar value limits acceptable to him, stating that the licensed drainlayer carries contractor's public liability insurance. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company shall notify the Director by certified mail at least 30 days in advance of termination of or any change to the policy.
- (7) Each licensed drainlayer shall file with the Director a certificate of policy covering workmen's compensation insurance, which shall remain in full force at least 13 months from the date of application.

§ 91-8 Requirements of material and workmanship.

A. The applicable sections of the City of Norwalk Department of Public Works Standard Specifications, as amended, shall apply to the materials and workmanship of any person licensed to do sewer work and

who has a building or house sewer permit to do such sewer work, as provided in § 91-6, Building or house sewer permits, and § 91-7, Licensing for authorized personnel, of this chapter.

B. Old building or house sewers may be used and connected to a public sewer, when serving new buildings, only when they are found on examination or test by the Director to meet all requirements of this section. The Director may require, where indicated, the uncovering of old sewers for inspection.

C. A separate and independent building or house sewer shall be provided for every building, except that when two or more buildings are so situated that separate and independent building sewers for each building would be impractical or impose unnecessary hardship, the Director, at his sole discretion, may authorize a single building sewer connection to the public sewer, subject to such terms and conditions as to easement, design and construction as the Director may require.

D. When the building or house sewer trench has been excavated and the building or house sewer repaired, altered or constructed and is ready for inspection and connection to the public sewer, the Director shall be notified during regular working hours not less than 24 hours in advance of the time when the connection to the public sewer is planned. The connection of the building or house sewer to the public sewer shall be made under the supervision of the Director, and a record of all said connections shall be kept by him. If any person constructs, installs, alters or repairs any building or house sewer or drain connecting with a public sewer in the city in violation of this chapter or fails to give adequate notice to the Director for an inspection of the work, said Director may order all or any portion of said work to be uncovered for inspection and approval.

E. All excavations for building sewer installations shall be adequately guarded so as to protect the public from hazard. If any person, after order or direction from the Director, fails to remedy any violation of this section or of any other section of this chapter, the Director, after written notice to the owner of the property where the violation exists, may disconnect the building sewer from the public sewer and may collect the cost of making such disconnection from any person or persons responsible for or willfully concerned in or who profited by such violation of the requirements of this chapter.

§ 91-9 Subdivision requirements for drainage.

A. The developer of a property subdivision within the city shall submit to the Director and to any other local or state agency or officer having jurisdiction thereover the proposed method of providing for ground drainage and sewage disposal in the development. The method proposed shall be indicated on a plot plan or separate plan showing gradient and datum lines, together with specifications or descriptive information so as to clearly indicate the functioning and construction of the layout. The developer shall post a performance bond in the amount specified by the Director, which bond shall guarantee satisfactory performance of the proposed method of ground drainage and sewage disposal. No building permits shall be issued to any developer of a property subdivision until the ground drainage and sewage disposal layout have been approved by the Director and by any other local or state agency or officer having jurisdiction thereover.

B. In cases where a developer of a property subdivision plans to install any sewer laterals within the streets of the development, said developer shall furnish, at the time the plans for such laterals are submitted for approval, a maintenance bond issued by a bonding company acceptable to the Director and of a value of 5% of the estimated cost of the proposed sewers, but in no case for less than \$1,000. The bond shall guarantee for a term of two years correction of any defects in the sewer system, including but not limited to leaks or excessive infiltration in the street sewers, manholes and building sewers. Should any defects arise within the two-year period, the Director shall promptly notify, in writing, the developer as well as the bonding company.

C. Where a developer of a property subdivision plans to construct a sewage pumping station in conjunction with a system of street sewers, the plans and specifications for such pumping station shall be submitted to and approved by the Director and by any state agency having jurisdiction thereover prior to the construction of said pumping station.

§ 91-10 Public Sewer Extensions:

A. Building sewers for a parcel shall generally be installed within the frontage for that parcel. If a building sewer cannot be installed within 10 ft of the boundary lines of that parcel then the public sewer shall be extended so that it ends at a manhole within the frontage of the subject parcel.

B. Gravity public sewer extensions may be constructed by any person who shall desire to extend the public sewer at their own cost shall first obtain the required approval of the Director.

(1) All proposals for public sewer extension shall include, at a minimum, drawings, specifications, flow data, and any other applicable data signed and sealed by a professional engineer registered in the State of Connecticut and submitted to the Director.

(2) The proposed gravity public sewer extension shall be sized to accommodate all properties along the sewer route as well as any other growth, which may occur from the sewer extension. The system, at a minimum, shall be designed with a 40% additional capacity reserve.

(3) A capped building-connection lateral is required from the proposed public sewer extension to the property line for each property along the sewer extension route.

(4) Upon final inspection and approval, the Director will recommend to the Water Pollution Control Authority to accept ownership and maintenance of the newly constructed public sewer extension. Acceptance is only upon the satisfactory completion and testing of construction, submission of surveys and record drawings and any other closeout documents as required by the Director.

C. Public sewer extensions, including individual building-connection laterals, may be constructed by the city under public contract if, in the opinion of the Director, the number of properties to be served by such extension warrants its cost. Property owners may propose sewer extensions to the city by drafting a written petition signed by a majority of the benefiting property owners, and filing it with the Director. The cost of such extensions shall be assessed in accordance with §1-457, Authority to lay out, construct, maintain and repair; assessment of damages or benefits, to the benefited property owners.

§ 91-11 Grinder Pumps and Low Pressure Sewer Systems:

A. Grinder pumps are not allowed without approval of the Director. Whenever possible, buildings that have accessibility to the public sewer should connect by gravity building sewers. Those buildings which cannot be served by gravity building sewers or if there are special conditions, the Director may allow the installation of a grinder pump to lift sewage from the building drain to the public sewer.

(1) If a grinder pump discharge line cannot be connected to the public sewer within 10 ft of the boundary lines of that parcel then the public sewer shall be extended so that it ends at a manhole within the frontage of the subject parcel.

(2) Duplex lift systems shall be provided for commercial and industrial buildings.

(3) The property owner shall be responsible for installation, ownership, maintenance, repair and replacement of the grinder pump, grinder pump discharge line, and other system appurtenances.

B. Low pressure sewer systems are not allowed without approval of the Director. If a low pressure sewer system is approved, a private sewer maintenance agreement shall be executed and recorded on all participating properties which will include a delineation of ownership and maintenance responsibilities.

(1) All proposals for low pressure sewer systems shall include drawings, specifications, flow data, and any other applicable data signed and sealed by a professional engineer registered in the State of Connecticut and submitted to the Director.

(2) The low pressure sewer system shall be sized to accommodate all properties along the sewer route as well as any other growth, which may occur from the sewer extension. The system, at a minimum, shall be designed with a 25% additional capacity reserve.

(3) A capped grinder pump discharge line is required from the proposed low pressure sewer system main to the property line for each property along the low pressure sewer system route.

(4) Duplex lift systems shall be provided for commercial and industrial buildings.

(5) The property owners shall be responsible for installation, ownership, maintenance, repair and replacement of the grinder pumps, grinder pump discharge line, low pressure sewer system, and any other system appurtenances.

C. The city is not responsible for any backups into structures or damages resulting from grinder pumps or low pressure sewer systems that overflow onto the owner's parcel or other locations because of, but not limited to, a loss of power or plugging.

§ 91-~~10~~ 12 Violations and penalties.

A. Any person found to be violating any provision of this chapter shall be notified in writing by the city, stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all such violations and correct any work installed or performed during such period of violation.

B. Any person who shall violate any provision of this chapter shall be fined an amount established in accordance with the provisions of § 90-4, Approval of rates and fees, or imprisoned not more than 30 days, or both. Each day that any violation of these regulations occurs and each day that any person discharges or continues to discharge prohibited wastes or substances into any public sewer shall be deemed to be a separate offense for the purpose of applying the penalty provided in this section.

§ 91-~~11~~ 13 Severability.

If any section, clause, sentence or provision of this chapter shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity of any other provision hereof, but all other provisions shall be deemed valid and effective and shall remain in full force and effect.

§ 95-10 Snow and ice removal from sidewalks and Driveways.

Comment [CT1]: Added and Driveways

A.

The provisions of Section 7-163a of the Connecticut General Statutes are hereby adopted and are set forth in Subsections B, C and D hereof.

B.

Notwithstanding the provisions of Section 13a-149 of the Connecticut General Statutes or any other general or special act, the City shall not be liable to any person for injury to person or property due to the presence of ice or snow on a public sidewalk unless the City is the owner or person in possession and control of land abutting such sidewalk, other than land used as a highway or street, provided that the City shall be liable for its affirmative acts with respect to any such sidewalk under its possession and control.

C.

The owner or person in possession and control of land abutting a public sidewalk shall have the same duty of care with respect to the presence of ice or snow on such sidewalk toward the portion of the sidewalk abutting his property as the City had prior to the effective date of this article and shall be liable to persons injured in person or property where a breach of said duty is the proximate cause of said injury.

D.

No action to recover damages for injury to person or property caused by the presence of ice or snow on a public sidewalk against a person who owns or is in possession and control of land abutting a public sidewalk shall be brought but within two years from the date when the injury is first sustained.

E.

Whenever the public sidewalk shall be wholly or partially covered by snow or ice, ~~it shall be the duty of the owner or person in possession and control of land abutting a public sidewalk to cause such sidewalk to be made safe and convenient by removing the snow therefrom.~~ It shall be the duty of the owner and occupant, jointly, of every parcel of real estate adjoining a public sidewalk, whether the parcel of real estate is occupied by a structure or not, to keep such sidewalks adjoining such property free from snow and ice for the full paved width of such sidewalk within the first 24 hours immediately following the accumulation of such snow thereon or, in the case of ice, by covering the same with sand, salt, chemical ice melt or other suitable material within the first 24 hours following the accumulation of such ice, and then renewing such

Comment [CT2]: Proposed new language

treatment as often as may be necessary to keep such sidewalk safe and convenient. In case of the failure or neglect of the owner or person in possession and control of land abutting the public sidewalk to comply with this subsection, the Director may cause the same to be done, and the expense thereof shall be collectible from the person so failing or neglecting, in an action of debt brought in the name of the City under this section. Any person who fails or neglects to comply with this subsection shall also be liable for a penalty or fine in an amount established in accordance with § 90-4, Approval of rates and fees.

F.

No person, firm or corporation shall deposit, throw, place or strew, nor shall any person, firm, or corporation cause to be deposited, thrown, placed or strewn, any snow or ice upon any street, avenue, sidewalk, or roadway within the City. Any person who fails or neglects to comply with this subsection shall also be liable for a penalty or fine in an amount established in accordance with § 90-4, Approval of rates and fees.

Comment [CT3]: F. New Paragraph

Purpose.

In order to establish a uniform procedure for excavations and encroachments in public streets and grounds, the following chapter is hereby enacted.

§ 96-1 Purpose.

In order to establish a uniform procedure for excavations and encroachments in public streets and grounds, the following chapter is hereby enacted.

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§ 96-2 Permit required; exception. (This Section Currently Under Review)

A.

It shall be unlawful for any person to excavate or encroach or cause, create, place or maintain any excavation or encroachment in, on, over or under any street or any portion thereof for any purpose whatsoever without having obtained a permit as herein required or in violation of the provisions of this chapter or in violation of or in variance from the terms of any such permit, all except as otherwise provided or permitted by law.

B.

This section shall not apply to the short-term use of a ladder for the immediate purpose of window washing or for immediate inconsequential repair or use for a time not to exceed one hour; the depositing of merchandise or other goods outside of the traveled way preparatory to delivery, for a time not to exceed one hour; or the use of appropriate barriers and warning devices by a public utility company or taxing district performing emergency work not involving an excavation; provided, however, that any such activity shall be performed in a manner providing for the safety and least inconvenience to the public, and provided that no sidewalk is thereby reduced to less than 1/2 of its usable width.

C.

No permit shall be issued for excavation, or work that will otherwise damage, streets and sidewalks that have been paved or otherwise reconstructed in the prior 24 months. Should an emergency condition arise, the correction of which will require such excavation or damage, the provisions of § 96-10, Emergency excavation and encroachment, shall apply and the express approval of the Director of Public Works shall be required. The Department of Public Works is authorized to issue a permit in less than 24 months in the event the Department, in its discretion, determines that not issuing such a permit would

work a hardship to the applicant. Any denial of a request for hardship under this section may be appealed in writing within 30 days to the Public Works Committee of the Common Council and a copy of any such appeal shall be filed with the Director.

§ 96-3 Permit application.

A.

The applicant for a permit shall be that person doing or performing the actual excavating or encroaching work or activity.

B.

Application for such permit shall be made to the Director on a form provided by the Department of Public Works, and such application shall be complete in furnishing the information requested. Plans and specifications shall be provided by the applicant in the format and detail as required by the Director.

C.

The issuance of a permit does not excuse compliance with any other applicable regulation, ordinance or law.

D.

In the event that additional work, encroachment or repairs not designated in the original permit must be done in the same location, the permittee shall make application to the Director for an extension of the permit, authorizing such additional work, encroachment or repairs.

E.

Emergency excavation work requires a written permit as set forth in § 96-10, Emergency excavation and encroachment.

F.

Any person maintaining, making or causing or intending to maintain, make or cause an encroachment or use of a street for purposes other than traveling has the responsibility and obligation to determine from the Director whether or not such encroachment or use requires a permit under this chapter.

G.

Any person maintaining, making or causing to be maintained or made any excavation or encroachment has the responsibility and obligation to determine whether or not all or any part of such excavation or encroachment is within

any portion of a street. The determination of the Director as to this matter shall be final.

H.

The Director shall establish a fee for each permit issued under this chapter in accordance with § 90-4, Approval of rates and fees.

§ 96-4 Posting of permit; commencement of work; term of permit.

A.

All permits and written authorizations shall be posted on the job while the work or activity is in progress and must be displayed to all authorized persons upon request. This includes a copy of the approved Maintenance and Protection of Traffic Plan (MPT).

B.

Work under a Road Opening/Encroachment ~~n excavation~~ permit must commence within 30 days of the date of issuance of such permit, or such permit shall expire and terminate at 12:00 midnight of the 30th day after the date of issuance. If work under such permit has been commenced in a timely manner, all work shall be completed in a timely manner satisfactory to the Director within 60 days of issuance or before the expiration date shown on such permit. For good cause, a permittee may request, in writing, an extension of time, and the Director, at his discretion, may extend such permit date for an additional period or periods.

C.

Any encroachment permits for dumpsters, scaffolding or other temporary obstructions is valid for a period of 14-30 days from the date of issuance, unless a shorter period is designated thereon by the Director. For good cause, upon request, the Director, at his discretion, may renew such permit for an additional period not to exceed 14-30 additional days and thereafter, upon request, may issue subsequent like renewals for like periods. All encroachments shall be removed and the area restored to its original condition with any improvements made thereto prior to the expiration date of such permit or renewal(s).

D.

A permit to construct a driveway shall be valid in accordance with the applicable provisions of Chapter 95, Streets and Sidewalks.

§ 96-5 Issuance of permit.

The Director may issue permits for excavation in, on or under any street and/or for permitting encroachments in, on, over or under any street when, in his opinion, the following conditions are met:

A.

The use requested by the applicant will not unduly interfere with needs for street purposes, will not cause needless damage to the street, will not interfere with municipal operations, will not create a substantial traffic or pedestrian hazard, will not create excessive disturbance to traffic or pedestrians, will not unduly interfere with the safe and free flow of traffic or pedestrians and will not create dangerous conditions.

B.

Compliance can be obtained with all the provisions of this chapter, all rules and regulations of the Director and all requirements as to fees.

C.

A written agreement and acknowledgment in a form acceptable to the Director is executed by the applicant or a representative of the applicant duly authorized to do so, to the effect that:

(1)

In consideration of the permission given by the issuance of the permit, the applicant covenants and agrees to comply with and be bound by the terms of each permit, the provisions of this chapter and all rules and regulations.

(2)

The work covered by the permit shall be subject to inspection and restoration by the City, as set forth in this chapter.

(3)

Each permit is revocable in accordance with the provisions of this chapter.

D.

If a driveway is involved in the permitted work, an additional written agreement and acknowledgment shall be required in a form acceptable to the Director and executed by the owner of the premises having such driveway that, as a condition of the City permitting such driveway to remain over, across or upon any part of the right-of-way, he or it covenants and agrees to comply with and be bound by the terms of Chapter 95, Streets and Sidewalks.

E.

The power to grant the permit is authorized by law.

F.

The Director deems that the permit or permits are warranted.

§ 96-6 Excavations and restoration.

A.

Methods.

(1)

All excavations, including temporary and permanent work, within any street shall be performed in accordance with the City of Norwalk Department of Public Works Standard SpecificationsDetails, as amended, or in a manner as prescribed by the Director for circumstances not covered by the Standard SpecificationsDetails.

(2)

The permittee shall make every effort to keep the amount of pavement damage to a minimum. The pavement damaged in the course of performing the work shall be restored by the City at the expense of the permittee. If the purpose of the permit is to repair a failed utility (e.g., damaged waterline, collapsed gas line, etc) the limits of restoration must extend to all areas impacted by the failure. Backfilling of excavations shall be performed by the permittee so that the least possible subsequent settling will occur and as soon as practicable. Before backfilling, the permittee shall notify the Director, allowing adequate time as determined by the Director for inspection, particularly in the area of existing underground utilities. If, after permanent pavement restoration, settlement occurs due to failure of the backfill, the City shall again restore the damaged areas at the expense of the permittee.

(3)

Immediately upon the completion of proper backfilling, the permittee shall construct temporary pavement. All temporary pavement shall be installed at a thickness of three inches for Local Streets and five inches for Collector & Arterial Streets. The surface of the temporary pavement shall not extend above or lie below the surface of the adjacent permanent pavement and shall be reasonably smooth. The permittee shall be responsible for the proper placement and maintenance of the temporary pavement and shall keep the temporary pavement level with the surface of the surrounding permanent

pavement and in proper repair and condition until such time as the City completes the permanent pavement restoration.

(4)

In any case, upon notice from the Director, the permittee, at his expense, shall immediately make such temporary repairs and take such corrective and protective measures to the work as directed by the Director.

B.

The Director shall establish a pavement restoration fee in accordance with the provisions of § 90-4, Approval of rates and fees, based on the following criteria: actual current contract bid unit price for the cost of pavement repair at the time of permit issuance to the level required by the Standard Specifications; in addition to an additional 15% surcharge of 15% for administration and inspection expenses; and a damage factor relating to the condition of the existing pavement at the time of the excavation permit issuance shown on the Approved Fee Schedule. ~~(See approved Fee Schedule).~~ The moneys collected shall be deposited in a special account and utilized to cover expenses incurred by the City for the restoration work caused by the issuance of permits under this chapter and for similar pavement repairs or paving.

C.

Responsibilities of permittee.

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~~It shall be the responsibility of the permittee to perform the necessary restoration beyond the limits of the pavement, which shall include, but not be limited to, restoration of lawns, shrubs, gardens, curbing, sidewalks, fences, walls, etc.~~

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Any time a utility is damaged during permitted work, the Permit Holder shall send written notice of the incident within 24 hours to the owner(s) of the property under which the utility was located and to the utility service company, as appropriate, based on the damage. Such notice shall include the details of the damage including the date and time of the occurrence, the nature and extent of the damage, the nature and extent of the repairs made or to be made and the date (or estimated date) of completion of such repairs.

(2)

When establishing a connection to the existing stub of a sanitary sewer lateral a video sewer inspections must be witnessed by the DPW inspector onsite and an electronic copy of video supplied to DPW prior to approval of work. The DVD should have narration stating the address of work, length, size and type of pipe.

(3)

It shall be the responsibility of the permittee to perform the necessary restoration beyond the limits of the pavement, which shall include, but not be limited to, erosion and sediment controls, restoration of lawns, shrubs, gardens, curbing, sidewalks, fences, walls, etc.

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Upon completion of the permanent repairs outside the limits of the pavement, the permittee shall notify the Director, in writing, that the permanent repair or replacement has been completed, setting forth the date of completion. The permittee shall and has the duty and responsibility to maintain the replacement area for a period of two years after completion. In any case, upon notice from the Director within said two-year period, the permittee, at his expense, shall immediately make such repair or replacement and take such protective measures to the work as ordered by the Director.

(5)

Proposed sewer main extensions and force main connections must be reviewed and approved by the Director before applying for a permit.

§ 96-7Bond requirements.

A.

No permit shall be issued under this chapter unless and until the applicant has deposited with the Director a bond, in a form prescribed by him, duly executed and acknowledged by the applicant as principal and by a qualified surety satisfactory to the Director. Such bond shall be in an amount determined by the Director adequate to protect the City against loss in the event of the failure of the applicant to do or complete the work or remove any encroachment as and when required or make the repairs, restorations and cleanup as and when required, but in no event less than \$25,000. The amount of the bond shall be

established separately for each permit and shall remain in effect for a period of two years after completion of all permanent repairs carried out by the permittee. The bond shall run to the City and shall be conditioned upon faithful and proper restoration; and faithful and proper care, maintenance, repair or replacement of all permanent repairs for a period of two years after completion of installation, all in accordance with the terms of the permit and the provisions of this chapter. For permits in which only pavement restoration is required, the bond shall be in an amount determined by the Director adequate to protect the City against loss in the event of the failure of the applicant to do or maintain the temporary pavement until such time as permanent repairs can be completed by the City, but in no event less than \$1,000. The amount of the bond shall be established separately for each permit and shall remain in effect for a period of one year from the date of completion of the temporary repair. The Director shall notify the permittee, in writing, upon completion of the permanent repair.

B.

An applicant or proposed applicant may deposit with the Director a blanket performance, maintenance and payment bond in an amount determined by the Director adequate to properly protect the City but not less than the amount of \$50,000. Said bond shall be in a form acceptable to the Director and meet the requirements set forth above and shall cover all permits issued to said applicant within a twelve-month period.

C.

The Director may accept, at his discretion, with the approval of the Corporation Counsel, in lieu of said surety bond, an alternative form of security meeting said requirements and providing good and sufficient security to the City.

D.

A public utility or taxing district need not deposit a bond in those instances where it shall have filed a timely statement of solvency acceptable to the Secretary of State pursuant to the Connecticut General Statutes, as amended or in a form, which is otherwise acceptable to the Director.

§ 96-8 Insurance requirements.

A.

Before any permit shall be issued under this chapter or before any emergency work covered by § 96-10, Emergency excavation and encroachment, is

performed, each applicant shall file with the Director a certificate of insurance and shall thereafter provide renewal certificates, as appropriate, executed by an insurance company satisfactory to the Corporation Counsel and in a form and to the dollar value limits acceptable to the Corporation Counsel and the Director, stating that the applicant carries the necessary insurance coverages.

B.

The City shall be named as an additional insured party.

C.

All required insurance coverage shall be maintained in full force and effect for the periods required. A representation binding upon the insurer shall be furnished to the Director that the insurance coverage cannot be canceled or amended by the insurer less than 30 days after the Director has received written notice of cancellation or amendment by certified or registered mail, along with a binding representation that the insurer will notify the Director immediately of any such cancellation or lapse in coverage.

D.

No insurance coverage required or furnished shall in any way relieve the applicant or person performing excavation or encroachment work of any of his or its responsibilities, obligations or liabilities under this chapter or under any other applicable ordinances, laws and regulations.

E.

An applicant may file blanket insurance with the Director in a form and in amounts acceptable to the Director and the Corporation Counsel, meeting the above requirements, to cover all permits issued said applicant within a twelve-month period.

§ 96-9Responsibilities, agreements and indemnifications.

A.

The applicant agrees and is deemed to agree, as a condition of the issuance of each permit, that he shall have complete responsibility for:

(1)

Supervising all aspects of the excavation or encroachment work, activity, intrusion or use; the protection thereof; and the prevention of injuries to persons and damage to property, facilities and utilities on or about the work, activity, intrusion or use.

(2)

Property maintaining in a good and safe condition, which may include replacement as provided in this chapter, any and all temporary pavement installed under the permit and preventing injuries to persons and damage to property which might be caused by or arise out of the condition of any such temporary pavement.

(3)

Promptly submitting to the Director any notice of and copies of all claims or potential claims by third parties for property damage or personal injury alleged to have resulted from the work.

(4)

Conducting all aspects of the work connected with the permit in a safe and orderly manner. The permittee shall in no way be relieved of the foregoing responsibilities by any permission or permit given nor by any failure of the Director to give permission, permits, orders or directives.

(5)

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All damages resulting from the Permit Holder's work must be brought to the City's attention immediately and all areas disturbed must be restored to original condition at the Permit Holder's expense as soon as possible. The Permit Holder shall be responsible for the restoration and protection of existing utilities/infrastructure and all areas impacted by its work, at no cost to the City. A failure to do so within a timely manner may subject the Permit Holder to a fine and may ultimately result in a claim against any bond posted for the work.

(6)

Throughout the period of time that any environmental testing is performed or monitoring wells are permitted on or in the City's ROW, the Permit Holder shall submit to the DPW written monthly reports containing the following information concerning such environmental testing or monitoring wells:

- a) A description of the testing/sampling activities undertaken in the preceding period including the type of activities and the dates on which each took place.
- b) An Encroachment Licensing Agreement (ELA) is required prior to issuing of an encroachment permit for geotechnical bore holes, monitoring wells, any sub-surficial investigations.

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- c) The results of all such sampling and tests and all other data received concerning the property comprising the City's ROW during the preceding period.
- d) All plans and descriptions of procedures completed in the City's ROW during the preceding period.
- e) Description of all actions, plans scheduled for the following month.
- f) All such other information related to the progress of the work required or needed in compliance with the Permit.

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B.

The applicant further agrees and is deemed to agree, as a condition of the issuance of a permit under this chapter, that he shall indemnify, protect and hold harmless the City, its officers, agents and employees from and against any and all liabilities, claims, demands, suits or actions, including all costs and expenses of defense and otherwise, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property:

(1)

Directly or indirectly arising out of the work, activity, encroachment or use or from any negligence or omission in guarding it or maintaining it and its immediate area in a safe condition.

(2)

From any negligence or omission in failing to properly maintain or replace, as provided in this chapter, and keep in a good and safe condition all temporary pavement installed in connection with the permit, excluding therefrom injury or damages caused solely by or arising solely out of ice or snow, whether or not such liabilities, claims, demands, suits or actions are just, unjust, groundless, false or fraudulent, excepting therefrom liability caused by or resulting solely from the negligence of agents or employees of the City acting in the discharge of their duties.

C.

The applicant shall assume and agrees to indemnify and reimburse the City for all costs and expenses the City may incur in providing for the protection of and the safe and convenient passage of the public at the location of the excavation or encroachment should the applicant fail to do so as required by the conditions of the permit or by this chapter.

D.

The applicant shall assume and agrees to indemnify and reimburse the City for all costs and expenses the City may incur in connection with the issuance of the permit including, but not limited to, correcting and bringing into compliance with the provisions of this chapter the excavation and/or encroachment, the location and surrounding area thereof and all temporary paving should the applicant fail to do so; all costs and expenses incurred or arising out of any act or omission of the applicant, his servant or agents in obstructing or damaging any part of the City drainage or sewer system; and, upon revocation of a permit as provided in this chapter, all costs and expenses incurred in removing any encroachment or filling, repairing or resurfacing any excavation and in restoring and cleaning up the site and surrounding area to its original condition.

§ 96-10 Emergency excavation and encroachment.

A.

Upon application of any public utility, taxing district or licensed contractor acting on behalf of a property owner, the Director or his designee may issue an emergency excavation permit to such utility, taxing district or licensed contractor to perform emergency repair work, such as broken gas or water mains or sewer laterals, within any street.

(1)

Application for such emergency excavation permit shall be made to the Director in the manner prescribed by him and shall include such information as the Director may reasonably require.

(2)

Each such application shall contain an agreement that, in consideration for the issuance of an emergency excavation permit, the applicant acknowledges, covenants and agrees to comply with and to be bound by the terms of the permit, rules and regulations issued by the Director and all of the provisions of this chapter, including, but not limited to, § 96-9, Responsibilities, agreements and indemnification.

(3)

No such permit shall be issued unless and until § 96-7, Bond requirements, and § 96-8, Insurance requirements, of this chapter have been complied with.

(4)

Within 24 hours of the commencement of any emergency repair work under an emergency excavation permit, a public utility, taxing district or licensed

contractor shall give notice to the Director or his designee giving all details, including, but not limited to, the reason, extent and specific location thereof. The Department of Public Works will maintain a log for the purpose of recording each such notice.

B.

Where an emergency exists which does not allow time for the submission of an application for an emergency excavation permit under this chapter and which emergency requires immediate repair to provide utility connections or requires an emergency excavation or encroachment for the preservation of life or property, any public utility, taxing district or licensed contractor acting on behalf of a property owner may be given verbal permission by the Director or his designee upon receipt of all details thereof, as required by this section. Such permission shall be given to the person who will actually perform the emergency work. Such person shall have on deposit with the Director or his designee the bond and insurance certificates required by §§ 96-7 and 96-8 prior to the performance of such emergency work. On the first working day after verbal permission has been granted to perform emergency work, such person shall submit to the Director or his designee a written application as required under this chapter. Subsequent permits may be refused to any such person if the Director or his designee determines an emergency did not exist and permission was requested upon inaccurate or bad-faith information.

C.

All work performed under emergency excavation permits shall comply with the provisions of this chapter and with all rules and regulations issued by the Department.

§ 96-11 Rules and regulations.

The Department shall have the authority to promulgate and cause to be enforced rules and regulations and standards to enforce and carry out the purpose and intent of this chapter, which shall take effect no less than three days after posting at the Department of Public Works offices.

§ 96-12 Correction by City at expense of permittee.

In any case where the permittee does not timely and properly maintain or repair any temporary pavement as provided in § 96-6, Excavations and restoration, or does not timely and properly maintain, repair or replace, restore or reestablish any nonpaved area disturbed by the excavation work or take such protective measures with respect to any temporary pavement as

required by the Director, the Director may perform said maintenance or make said repairs or replacements or take such protective measures. The cost thereof shall be charged to the permittee by the City, with a minimum charge of \$100 per incident.

§ 96-13 General performance conditions.

A.

The issuance of a permit does not obligate the Director or the City to issue any further permit or extend the initial permit.

B.

After work is commenced, the permittee shall prosecute with diligence and expedition all work and activities covered by a permit during the times allowed and shall promptly complete such work and restore the street to its original condition, or as near as may be, so as not to obstruct or hinder public travel and use more than is necessary.

C.

When traffic conditions, the safety of the traveling public or the public interest and welfare require that the work or activity be performed quickly, the Director shall have power to order that a crew and adequate facilities be employed by the permittee up to 24 hours a day, to the end that such work or activity may be completed as soon as possible.

D.

When permitted work is to be accomplished or performed within an area where, at any time during the permit period, the City is performing work or has a contractor performing work, the permittee shall arrange his work and shall place and dispose of materials so as not to interfere with the operations of the City or its contractor. The permittee shall coordinate his operations with those of the City or its contractor and shall cooperate in every way possible to avoid interfering with the City or its contractor. The permittee shall hold the City and its contractor free and harmless of all costs or liability resulting from delays, rescheduling, redesign or for whatever cause necessary for him to comply with this requirement.

E.

Delays or costs incurred by the permittee as a result of any adjustment, abandonment, redesign, rescheduling or redoing of permitted work or activity

so as to comply with a permit or the provisions of this chapter shall be totally at the expense of the permittee.

§ 96-14 Protective measures. (Under Review)

A.

It shall be the duty of the permittee under this chapter to safeguard the security of the general public, to protect the public from injury or harm, to ensure that their rights are not unreasonably curtailed and to place and maintain adequate and proper barriers, warning devices, traffic cones and signs necessary for the safety of the general public. Additional barriers, warning devices, traffic cones and signs shall be placed and maintained by the permittee at the locations and in the amounts ordered by the Director. Barriers, devices, lights, signs and similar devices shall conform to City and State of Connecticut requirements. From sunset to sunrise an adequate number of amber flashing lights and reflective barricades shall be used. All such barriers, lights, signs and devices shall be supplied by the permittee at his own expense. Pedestrians shall be prevented from walking beneath any ladder, staging, scaffolding or like encroachment unless overhead protection is provided.

B.

The permittee shall advise the Director of its plans regarding excavation prior to performing the initial excavation or any subsequent excavation and will cooperate with the Director to ensure that excavation, construction, filling and paving are performed in the least disruptive manner practicable.

C.

Unless specifically stated by the permit, only 1/2 of the traveled way of a street may be excavated or encroached upon at one time, and the same shall be properly restored for the safe passage of vehicular and pedestrian traffic before the remaining half of the traveled way of said street is excavated or encroached upon.

D.

Where an excavation or encroachment involves or affects a public sidewalk, the adjacent street may not be excavated or encroached upon concurrently. Where a sidewalk is excavated, encroached, blocked or impeded by any such work, a temporary sidewalk shall be constructed or provided which shall be safe for pedestrian travel and convenient for users and which shall be barricaded and otherwise protected from vehicular traffic. Where a portion of any street other than the sidewalk is excavated or encroached, the sidewalk must be made safe and passable.

E.

The permittee shall take appropriate measures to assure that, during the performance of the work, traffic and pedestrian conditions can be maintained as near to normal as possible at all times so as to minimize inconvenience to the occupants of adjoining property and to the general public.

F. (This Section Currently Under Review)

When portions of the traveled way are made hazardous for the movement of vehicles or pedestrians, a sufficient number of traffic control persons shall be employed by the permittee to direct traffic safely through the area. If such conditions exist at the close of the working day, a watchman and a sufficient number of traffic control persons shall be employed and assigned by the permittee to direct traffic at night. The work shall be planned to avoid such conditions whenever possible.

G.

The traveled way of any street shall not be closed without prior approval of the Director. The period of time and all other conditions specified in any such approval must be adhered to strictly. The proposed detour route and relevant details must be submitted to and approved by the Director prior to the closing of any street.

H.

Upon failure of the permittee to comply with the requirements of this section or upon failure to immediately make all corrections, changes, alterations or additions ordered by the Director as provided herein for the safety and convenience of the general public, the Director may take such measures as he deems necessary to bring the work or activity into conformance with this section and with his directives, and the cost thereof shall be charged to the permittee.

§ 96-15 Causes for permit revocation.

A.

If, at any time, a permittee violates any provision of this chapter or other law or regulation relating to the excavation or encroachment work being done or violates the terms of the permit and refuses or neglects to correct the same, as required by the Director, or refuses or neglects to continue the work or to furnish material, as required by the Director, the Director may stop the work immediately. He may direct the permittee to arrange for a change of workmen, materials or methods. If the permittee refuses to comply with the instructions of the Director, the Director shall revoke the permit and restore the street to its original condition, and the permittee shall be liable for all costs, direct and indirect, of this work.

B.

If, at any time, a permittee shall be indebted to the City for any expense that the City may have incurred under the provisions of this chapter due to or arising out of the noncompliance, failure or neglect of the permittee, which indebtedness remains unpaid for a period of seven days after demand made upon the permittee for payment of the same, the Director may revoke the permit and restore the area to its original condition, and the permittee, in addition, shall be liable for all costs, direct and indirect, of said restoration work.

§ 96-16 Permits to be immediately revocable.

Any permit is revocable immediately upon written notification to the permittee by the Director.

§ 96-17 Refusal to issue permits and permission.

The Director may refuse to issue a permit or permission to any person who, in the opinion of the Director:

A.

Executed or performed work illegally without a permit or proper permission in the past.

B.

Executed or performed work improperly or illegally under a previously issued permit or permission.

C.

Failed to faithfully and properly restore any part of the City's Right of Way a street as required in this chapter.

D.

Failed to faithfully and properly care for, maintain, repair or replace any permanent repair as required in this chapter.

E.

Violated any provision of this chapter and failed to immediately correct the same after having been notified to do so by the Director.

F.

Is indebted to the City for any sums due under a previously issued permit or has failed to reimburse the City for charges billed under a previously issued permit or permission.

§ 96-18 Nuisances.

A.

An excavation or encroachment, as defined in Chapter **95**, in, under, on or over any portion of a street without proper permit or permission as provided in this chapter shall constitute a public nuisance. The Director may perform such work and take such measures as he deems necessary to safeguard the public or to abate or remove such nuisance and properly restore the street. The person or persons making, causing or causing to be made said illegal excavation or encroachment shall be jointly and severally liable for the cost of such measures, and said amount may be recovered from said person or persons in a civil action by the City.

B.

Any temporary pavement installed under a permit and not properly installed, maintained, replaced or kept in a good and safe condition, as provided by this chapter, and any work or activity performed under a permit and not properly protected and safe or not conducted in compliance with the permit or this chapter shall constitute a public nuisance created and maintained by the applicant.

§ 96-19 Parking restrictions.

The issuance of a permit does not give the permittee, his agents, servants or employees the right to use any portion of the street as a parking area for the benefit of the permittee, except as authorized by the Director at his discretion.

No equipment used in connection with a permitted encroachment shall remain in the traveled way between the hours of sunset and sunrise.

§ 96-20 Use of metered parking space or sidewalk.

Upon request of a permittee, the Director may, at his discretion, issue written authorization to such permittee to use, occupy or block one or more metered parking spaces or a specific portion of a sidewalk if necessary to accommodate construction or demolition adjacent to such parking spaces or to such specific portion of a sidewalk. Receipt of an excavation or encroachment permit is a condition precedent to the issuance of such authorization. The permittee uses said space or spaces or portion of the sidewalk subject to all terms of such authorization, all terms of such permit and the provisions of this chapter to the same extent as if the parking space or spaces or portion of the sidewalk were included within the area covered by such permit. Unless revoked as provided in this chapter, such authorization shall be valid only for the period of time specified in the authorization or, if no such time period has been specified, then for a period of 14 days. The Director, at his discretion, may grant an extension or extensions of time to a date certain. The permittee shall restore the parking space or spaces or portion of the sidewalk to its or their original condition within the foregoing time period, unless otherwise directed by the Director. The Director shall establish a fee in accordance with the provisions of § 90-4, Approval of rates and fees, for the authorization to use metered parking spaces.

§ 96-21 Violations and penalties.

A.

The penalty provided herein is in addition to and not in lieu of any requirements provided in this chapter for the payment of fees, costs, expenses, etc.

B.

Any requirements provided in this chapter for the payment of fees, costs, expenses, etc., or any other penalty shall not affect or be deemed to limit any other remedy available to the City or any other penalty provided by law.

C.

Any person violating any provision of this chapter shall be fined an amount established in accordance with the provisions of § 90-4, Approval of rates and fees. Each day's continuance of the violation shall be considered a separate offense.

D.

Any person who has failed to comply with the provisions of this chapter requiring a permit prior to the commencement of excavations and encroachments in public streets and grounds and who thereafter applies for a permit shall be charged the corrective action permit application fee rather than the standard permit application fee.

[Added 7-22-2014]

§ 96-22 Severability.

If any provision, clause or phrase of this Chapter **96** is adjudged by any court of competent jurisdiction to be invalid or if the applicability thereof to any persons or circumstances is held invalid, such judgment shall not invalidate the remainder, and the applicability thereof to other persons or circumstances shall not be affected thereby.

Chapter 113. Water Pollution Control Authority

[HISTORY: Adopted by the Common Council of the City of Norwalk 3-26-2002; amended in its entirety 9-12-2006. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Department of Public Works — See Ch. 90.

Public sewers — See Ch. 91.

Swimming pools — See Ch. 102, Art. I. Water

use for tree spraying — See Ch. 114. Sewer

assessments — See Appendix, Part III.

§ 113-1. Creation.

There is hereby created an authority to be designated and known as the "Water Pollution Control Authority for the City of Norwalk" (hereinafter referred to as the "WPCA"), pursuant to Chapter 103, Sections 7-245 through 7-273a, inclusive, of the Connecticut General Statutes, as amended (hereinafter referred to as the "Act"). The purpose for which the Authority is hereby created is to construct, reconstruct, operate and maintain the Sewerage System for the City of Norwalk. Sections 91-1 through 91-11 of the Code of the City of Norwalk are hereby incorporated herein and made a part hereof to the extent not inconsistent herewith. The definition of "Water Pollution Control Authority" in § 91-2 of the Norwalk Code is hereby amended by deleting "The City of Norwalk Common Council" and substituting therefor "The Water Pollution Control Authority" established herein and hereby. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Act, as amended from time to time.

§ 113-2. Definitions.

The following terms shall have the meanings set forth below:

PERSON

Any individual, firm, partnership, association, corporation, limited-liability company, company, public agency, taxing district or organization of any kind, but excluding the City, its officers, boards, agencies or departments.

SEWAGE

Wastewater or water-carried wastes from residences, commercial buildings, institutions and industrial establishments.

SEWERAGE SYSTEM

All facilities for collecting, transporting, receiving, pumping, treating and disposing or discharge of sewage or wastewater.

WASTEWATER TREATMENT PLANT

Any arrangement of devices and structures used for treating sewage.

SEWER LATERAL

A sewer lateral sewer line is a privately-owned pipeline connecting a property to the publicly-owned main sewer line. It is the responsibility of the property owner to maintain and repair the lateral.

§ 113-3. Membership; meetings.

The WPCA shall consist of nine members. They shall include the Mayor, Chairman of the Board of Estimate and Taxation (BET), President of the Common Council, the Chairman of the Public Works Committee of the Common Council, one other member of the Common Council and four at-large members appointed by the Mayor and approved by the Common Council. No more than two of the three Common Council representatives shall be from the same political party. The Mayor, BET Chairman and Common Council representatives may each appoint a continuous designee (alternate) to represent him/her. At least one of the at-large members must be an accountant or financial manager and at least one must be an engineer. The Authority shall meet at least monthly. All members of the Authority, or their designees, shall have the right to vote. The Director of Public Works and the Director of Finance shall serve ex officio without the right to vote.

§ 113-4. Terms of office.

City officials who become members of the WPCA Board of Directors by virtue of their position shall remain as members throughout their tenure as City officials. The terms of designees of City officials shall be coterminus with those of the City officials. At-large members shall be appointed for three years, except those first appointed, two of whom shall serve initial two-year terms.

§ 113-5. Officers.

The officers of the WPCA shall be a Chairman and Vice Chairman elected by the membership for one-year terms commencing on the first day of each July. Designees shall not be eligible to serve as officers of the WPCA.

§ 113-6. Powers exercised after duly called meeting.

Except as the bylaws of the WPCA may permit in emergency situations, the powers of the WPCA shall be executed by its members at a meeting duly called and held. No action shall be taken except by the affirmative vote of a majority of the voting members present.

§ 113-7. Compensation.

The directors, designees and officers of the WPCA shall serve without compensation.

§ 113-8. Staff.

The WPCA shall be staffed by the Director of Public Works and as many persons as the Director may determine to be necessary or convenient for the performance of its duties. Existing City or contractual employees may be used to fulfill the provisions of this section. The qualifications of all WPCA employees must be the same or more stringent than those required by the State of Connecticut Department of Environmental Protection.

§ 113-9. Removal of members.

Any members of the Authority may be removed from office in accordance with the terms of § 1-222 of the City Charter. City officials who have appointed designees may change designees during their terms.

§ 113-10. Director's responsibilities.

- A. The Director shall be responsible for the operation and maintenance of the Sewerage System in accordance with § 90-1C of the Norwalk Code. The Director shall have the responsibility for creating an organizational structure that fulfills the requirements of the WPCA. The personnel needs of the WPCA shall be presented annually with the WPCA budget to the City in accordance with procedures established by the WPCA.
- B. The Director shall have the authority to contract for the procurement of goods and services, including for the day-to-day operations of the treatment plant and collection system, as may be necessary, in accordance with procedures established by the WPCA.

§ 113-11. Exercise of powers under authority of Act.

In furtherance of the purpose for which it is created, the WPCA may exercise any powers granted to such an Authority under the Act, as it is amended from time to time.

§ 113-12. Revenue and cost of operations.

All revenues and costs of operations of the WPCA shall be accounted for separately from the other operations of the City. The WPCA shall create the fund or funds necessary to ensure that operating and nonoperating revenues shall be sufficient to cover all costs and expenses of operating all facilities of the WPCA and to ensure the WPCA complies with any restrictions placed on the use of any financial or capital resources. The WPCA may consider factors that influence the cost of the Sewerage System, including strength, volume and delivery flow rates and characteristics of sewage.

§ 113-13. System charges; meters.

Charges for system use furnished by the WPCA for residential, commercial, nonresidential, industrial, municipal and institutional users shall be established and periodically revised by the WPCA after publication and a public hearing in accordance with Section 7-255 of the Connecticut General Statutes. Such charges shall reflect the proportional distribution of all costs among all users pursuant to the Act and Section 204(b) of 33 U.S.C. § 1284(b), as said statutes may be amended from time to time, as reasonably determined by the WPCA. The WPCA may set up meters to monitor the inflow and outflow of sanitary waste into and out of the Sewerage System.

§ 113-14. Collection of sewer use charges.

- A. The WPCA shall exercise due diligence in collecting the full amount due from all users. The WPCA shall exercise all lawful means to collect delinquent unpaid sewer use charges, including retaining independent legal counsel and/or an independent collecting agent. The user shall become liable for all costs associated with collecting delinquent charges.

- B. A list of such unpaid accounts turned over for collection shall be submitted to the Chairperson of the WPCA semiannually.
- C. Any unpaid sewer use charges shall constitute a lien upon real estate against which such charge was levied from the date it became delinquent. Each such lien may be continued, recorded and released in the manner provided by the Connecticut General Statutes for continuing, recording and releasing property tax liens. Each such lien shall take precedence over all other liens and encumbrances, except City of Norwalk real estate taxes and liens, and may be foreclosed in the same manner as a lien for property taxes.
- D. The Tax Collector of the City is designated as the collector of sewer user charges. In addition, the WPCA may designate other persons to collect sewer user charges. Such designated persons may collect such charges in accordance with the provisions of the Connecticut General Statutes concerning the collecting of property taxes.
- E. All sewer use charges shall be due and payable in full within 30 days of the due date. Any sewer use charge not paid in full within the aforementioned time period shall be delinquent and shall bear interest at the rate and in the manner prescribed by the Connecticut General Statutes for delinquent property taxes.

§ 113-15. Appeals.

- A. Users shall be notified of changes in user rates by publication in a newspaper having general circulation in the community. Any user aggrieved by such change may express such grievance at the public hearing or through written grievance to the WPCA. Such grievance shall be brought not more than 30 days after the date of publication of any initial or revised rates imposed by the WPCA for any class of users.
- B. Any user aggrieved by any charge for his/her connection with or for his/her use of the Sewerage System may make written appeal to the WPCA requesting a review of his/her user charge or of the volume assessment. Such appeal shall be brought not more than 45 days after receipt of a bill. All appeals shall be administered for the WPCA by the Director of Public Works. Upon appeal, the Director shall examine the user charge or volume assessment for errors and make adjustments thereto accordingly, if necessary. The Director shall inform the appellant, in writing, of the adjustment or the denial of the appeal. Appellants who disagree with the decision of the Director may further appeal, in writing, to the WPCA. Such further appeal must be made no more than 30 days following receipt of the decision of the Director.
- C. Any person aggrieved by any final decision of the WPCA may appeal to the Superior Court and shall bring any such appeal to a return day of said Court not less than 12 nor more than 30 days after service thereof. The judgment of the Court shall be final.

§ 113-16. Annual budget.

The annual budget of the WPCA shall be prepared and approved by the WPCA members and shall require the additional approval of the Board of Estimate and Taxation and the Common Council in accordance with the schedule of the annual budget of the City. In the event that either the Board of Estimate and Taxation or the Common Council rejects the WPCA proposed budget, the WPCA may modify and resubmit said budget until it is approved.

- A. The owner(s) of all dwellings, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the City and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the City may, at the option of the WPCA and at the owner's expense, be required to install a building lateral to connect their building drain to the public sewer, within 90 days after date of official notice to do so.
- B. It shall be unlawful for any person to construct or repair any privy, privy vault, septic tank, cesspool or other facility intended for the disposal of sewage if public sewers are available.

§ 113-18. Interference with public sewer prohibited; criteria for connection; permit required; use of existing laterals.

- A. No unauthorized person(s) shall uncover, make any connections with or operate into, use, alter, repair or disturb any public sewer or appurtenance thereof.
- B. The Director of Public Works shall establish criteria for connection to the public sewer system. Any person proposing a new discharge into the public sewer system or a substantial change in the volume or character of pollutants that are being discharged into the public sewer system shall notify the Director at least 45 days prior to the proposed change or connection and must obtain approval from the Director prior to such discharge. The Director may waive the forty-five-day requirement in the case of an emergency.
- C. A person intending to connect a building drain from his property to the public sewer shall first obtain a permit to connect from the Director. The application shall be made on forms provided by the Director, and it shall be accompanied by a sketch or plan showing the proposed installation in sufficient detail to enable the Director to determine that the proposed installation meets the requirements of the WPCA and other applicable specifications, codes and laws. The application shall be signed by the owner of the premises to be served or his authorized agent and by the qualified contractor who has been chosen to perform the work of installing and connecting the building drain to the public sewer. Upon approval of the application and plan, a permit shall be issued to have the work performed by the stated contractor. In the event that the premises change ownership before the work is completed, or if another contractor is chosen to perform or finish the work, the original permit becomes void, and a new permit must be obtained by the new parties in interest.
- D. A connection to the public sewer will be made only after said connection has been approved by the Director in order to ensure that minimum standards are met for the installation.
- E. Permits to connect to the public sewer may be revoked or annulled by the Director for noncompliance with the criteria established in accordance with the above-stated provisions. The Director shall send notice of a revocation or annulment of a permit to the permittee by certified mail. The permittee may appeal such revocation or annulment to the WPCA in accordance with appeal and hearing procedures established by the WPCA.
- F. Existing building laterals may be used in connection with new buildings only when they are found, on examination and test by the Director, to meet all requirements hereof established by the WPCA.
- G. The size, slope, alignment, materials of construction of a building lateral and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench and connection

of the building lateral to the public sewer shall all conform to the requirements of the Building and Plumbing Code or other applicable rules and regulations of the City;

- H. The Director shall copy the WPCA on all permits and correspondences concerning connecting to the public sewer.

**§ 113-19. WPCA PERMIT MAINTENANCE AGREEMENT FOR SHARED
LATERALS- Laterals Shared by Multiple Property Owners (More Than Two (2)
Owners) and Laterals Shared by Two (2) Property Owners.**

- A. Purpose.** This Article establishes requirements and procedures for the review and construction of sanitary sewer where the structure on the split lot now in question cannot be sewer on the street fronting this split portion of the original lot or parcel by connecting to an existing available sewer main. The construction and maintenance of shared sanitary sewer laterals will not be maintained by public funds.

B. Basic Requirements

1. Basic Requirements for Multiple Property Owners Sharing One (1) Sanitary Sewer Lateral.

- I.** The Developer shall agree to have the Sewerage System completely constructed as shown on the approved plans designed and sealed by a Licensed Professional Engineer according to City of Norwalk Details and Specifications. All proposed work shall be inspected and approved by the City of Norwalk.
- II.** All property owners using this shared house connection sewer must sign and record the WPCA Permit Agreement with the City's Land Records that all properties using this shared house connection sewer are mutually responsible for its maintenance and repair.
- III.** An escrow account must be created as an assurance that funds may be available to carry on maintenance, operation and supervision of the Sewerage System, there shall be established a maintenance escrow fund into which the Association shall pay in an amount as specified in the WPCA Permit Agreement as instituted by the City's Corporation Counsel Department, which will need to be filed and recorded in the City's Land Records prior to obtaining a final Certificate of Occupancy. However, a signed WPCA Permit Agreement from the association must be presented to DPW prior to issuing any DPW permit.

In the event that maintenance of the Sewerage System is not timely performed, or the Developer or the Association defaults in the performance of any of its obligations hereunder, the City of Norwalk may, but shall not be obligated, to perform any needed work or repairs. The costs of these repairs will be reimbursed to the City from this escrow account. City of Norwalk personnel will be allowed to enter the property to perform any necessary work or inspections related to the repair this lateral.

- IV.** As-builts of the work related to this construction must be submitted for review and approval in the format required by the WPCA and/or DPW.

2. Basic Requirements for Two(2) Property Owners Sharing One (1) Sanitary Sewer Lateral

- I.** Both Property Owners of the two lots shall agree to have the Sewerage System completely constructed as shown on the approved plans designed and sealed by a Licensed Professional Engineer according to City of Norwalk Details and Specifications. All proposed work shall be inspected and approved by the City of Norwalk.
- II.** The property owners for both lots using this shared house connection sewer must sign and record the Shared Sanitary Sewer Installation and Maintenance Agreement with the City's Land Records that all properties using this shared house connection sewer is mutually responsible for its maintenance and repair prior to issuing a Certificate of Occupancy. However, the signed agreement must be presented to DPW prior to issuing any DPW permits.
- III.** The use of this sanitary sewer system shall be for domestic purposes only.
- IV.** As-builts of the work related to this construction must be submitted for review and approval in the format required by the WPCA and/or DPW.

C. Easements

The required easements related to the shared sewer system must be filed and recorded in land records prior to issuing a Certificate of Occupancy.

D. Expiration of Approval

The Applicant shall start and complete all work associated with this shared lateral within one (1) year from the date of approval. An extension may be granted when requested in writing prior to the expiration date to the Director of Public Works for consideration.



MEMORANDUM

To: Bruce Chimento, Director of Public Works
 Lisa Burns, Principal Engineer
 Kathryn Hebert, DPW Administrative Services Manager
 Robert Barron, Director of Management & Budgets
 Chris Torre, Superintendant of Operations
 Dilene Byrd, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: November 10, 2016

Re: MSW and Recycling Report – October 2016

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Oct-15	Current FY: Oct-16	Change	FY 16/17 Cumulative
Curbside tonnage	1,224.75	1,131.05	-7.7%	4,960.66
MSW tonnage out	1,914.45	1,782.12	-6.9%	7,697.03
Transfer station operating fee	\$64,400.00	\$65,625.00	1.9%	\$262,500.00
Transport and disposal fee	\$162,728.25	\$155,044.44	-4.7%	\$669,641.61
Curbside collection fee	\$87,430.25	\$90,053.17	3.0%	\$360,212.68
Total operating costs (less curbside)	\$227,128.25	\$220,669.44	-2.8%	\$932,141.61

MSW Consolidated Budget	
FY 16/17 Budget	\$3,856,888.00
Amount expended	\$1,292,354.29
Percent remaining	66.5%

Recycling Collection				
Recycling Collection	Previous FY: Oct-15	Current FY: Oct-16	Change	FY 16/17 Cumulative
Curbside tonnage	685.58	668.55	-2.5%	2,787.29
Transfer station tonnage	40.38	30.17	-25.3%	170.39
Total monthly tonnage	725.96	698.72	-3.8%	2,957.68
Curbside collection fee	\$84,872.08	\$87,418.17	3.0%	\$349,672.67

Recycling Budget	
FY 16/17 Budget	\$1,049,018.00
Amount expended	\$349,672.67
Percent Remaining	66.7%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Oct-15	Current FY: Oct-16	Change	FY 16/17 Cumulative
Transfer station tip fees	\$32,476.30	\$34,693.45	6.8%	\$135,830.05
Recycling revenue (curbside)	\$11,997.65	\$11,699.63	-2.5%	\$48,777.58
Recycling revenue (T.S.)	\$706.65	\$527.98	-25.3%	\$2,981.83
Total revenues	\$45,180.60	\$46,921.05	3.9%	\$187,589.45

DPW Project Review

	Project	PM	Status
Bridges and Structures			
1	James Street over Silvermine River	VV	URS. Const. post Perry Ave. Bridge. 70% Submission sent to DOT. DOT working on ROW impacts
2	Perry Avenue over Norwalk River	VV	Construction started on May 4th. SW footing completed. utilities have been relocated. Start work on retaining wall adjacent to Parkway Autobody property.
3	Glover Avenue Bridge	LB	State plans for interchange call for replacing bridge. Requesting funds in Cap. Budget to do foundation work and replacing railings.
4	DOT Coordination - MPky Main Avenue	LB	Work in progress
5	DOT Coordination - I-95 widening/Conn Av	LB	Public info held.
6	CTDOT Burnell Bridge	LB	Completed.
7	CTDOT Rails Wall/Commerce RR Tunnel	LB	Punchlist
8	CTDOT/MN Traction Station	LB	New parking lot being constructed on Monroe Street.
Building Management			
9	City Hall - security notification system	AL	Emergency Management Staff Committee is recommending to upgrade City Hall's fire alarm system with
10	City Hall - IT Center	AL	City/BoE IT equipment rooms relocated to FD HQ. Next - renovate existing room to code compliance.
11	City Hall - AC filtration system	AL	To be completed by September 2016
12	City Hall - roof replacement	AL	Construction started and Phase I construction to be completed by Jan 2017. Additionally capital Budget allocation is required.
13	City Hall - community room	AL	Light fixtures replaced. Specs. for shelving restoration completed and will advertise for bids. IT Department completed PA equipment and will obtain video spec. Obtaining quotes for curtain.
14	Public Works Center - replace fire panels	AL	Being priced thereafter start replacement. Completion January 2017
15	Public Works Center - upgrade heat controls	AL	Fan coil and thermostat replacement completed. Piping replacement in admin offices near completion and ready for 2016 heating season.
16	Main library - facade repairs and lighting retrofit	AL	Council approved bids in October. Work to begin upon contract execution
17	Police headquarters - retaining wall repair	AL	Project near completion. Completion November 2016
18	Ben Franklin - window repairs	AL	Completed window repairs. Window replacement project - reassessing project due to potential environmental hazardous materials.
19	Lockwood House - Fan Coil Replacement	AL	Assessing option for alternate design and/or fan coil unit to reduce costs. Schedule to rebid in winter for spring construction
20	Nathaniel Ely window replacement	AL	Assessing environmental testing requirements and schedule availability of time with daycare program
21	Historic Smith Street Jail restoration	AL	Project phased. Roof, gutters, window replacement and brick restoration completed. Working with Historical Commission to determine next phase for interior renovation.
22	LMMM - Phase II ADA improvements	AL	Received \$500,000 for Phase II ADA improvement. Bid specs available, waiting for State authorization to go out for bids in fall 2016 spring 2017 construction
Drainage/Stormwater			
23	General Drainage 2016	DB	In progress; ICW pavement management. West Norwalk Rd, East Beach, Splitrock Rd, Oak St, Mill Brook, etc.
24	Watercourse Maintenance	LB	MacVac working on MLK.
25	Drainage system map/GIS layer	RK	DPW crews regularly obtaining field info.
26	Stormwater Management Plan	MY	Resource-dependent. Working with Harbor Watch River Watch on 3 drainage systems.
27	Keeler Brook Watershed Project	MY	Offer to purchase property made
28	Metro-North Culverts - Bouton/Fitch	LB	Dependent on future funding.
29	Bouton Street	LB	All pipes cleared/operating. Structural solution not yet obvious.
30	Honeysuckle-Daphne Diversion	PS	Milone & MacBroom contract amendment work in Design Phase as of 10/8/2015. Design is progressing.
31	Culvert rehabilitation - Clinton Avenue	LB	City to keep watch on how improvements function since state work completed.
32	Charles Creek outfall repair	LB	Completed.
33	Localized flooding challenges	PS	Milone & MacBroom. Draft Drainage Manual delivered for review of department staff. Fodor Farm Project awarded to M. Rondano, Inc. at 8/9/2016 Common Council Meeting. Const. is approx. 85% complete.
Traffic			
34	Traffic Signal Upgrade - Phase 3	MY	Addressing semi-final plan comments
35	Traffic signals at 4 locations	MY	Getting bid pkg ready to advertise. Awaiting inspection staff - Winter advertising
37	Traffic signal - Main Street and Wall	MY	Bid pkg ready to advertise. Awaiting inspection staff - Coord. with Wall Street design
38	Stuart and Route 1 (102-346)	MY	State in process of awarding contract
39	Traffic Camera/Fiber Contract	MY	X-Part General Services. Annual contract to repair fiber and install traffic cameras.
40	Transportation Management Plan	MY	Route 123/Bartlett under design as part of Item 35
41	Traffic Signal Upgrade - Phase 4	MY	RFQ released - responses due mid December
Roads			
42	Pavement Management 2015	DB	Deering. Base Contract Value Completed. Amendment work is close to completion.
43	Pavement Management 2016	DB	FGB Construction Company; In Progress (Most Amended work expected to be completed by Thanksgiving)
44	Road Reconstruction RD 2014-1	DB	Deering. Final Punch List Review in progress, prior to Final Payment
45	Permanent Repair (Patch) 2016	DB	Laydon Industries; Approx. 95% Complete
46	2015 Pavement Marking Contract	PS	Safety Marking. Work is progressing, contract is approximately 90% complete.
47	Annual roadway consulting services.	DB	VHB. In progress.
48	East Avenue Improvements (I/95-Winfield)	LB	Traffic study
49	Route 1 Improvements at East Ave (102-325)	MY	State in process of awarding contract
50	Washington St /SoNo Pedestrian Improvements	MY	Semi-final plans to be submitted for review
51	City Hall parking facilities	AL	Will be completed Spring '17.
52	Norwalk River Valley Trail - Phase 2	MY	Public info meeting - tentative - mid January - awaiting plan revision
53	Highland @ Flax Hill	MY	Preliminary design plans being submitted to CT DOT
Sidewalks and Footpaths			
54	Curbs & Sidewalks @Various Locations 2016	DB	RD2016-1: Deering Construction; Original Scope Completed; Review Punch List and Propose Amendment
55	Footpath rehabilitation	DB	Footpath replacement in conjunction with paving program: Tierney/Tollsons/Scribner. Work Complete
Water Pollution Control Authority			
56	Phase 2 WWTP Upgrade	LB	60% design completed. Project on indefinite hold.
57	WWTP sluice gate rehab	RK	Under construction.

B

December 2016

58	Main Lift Pumps	LB	Litigation on-going with Flowserve; pump replacement under construction.
59	Solids Handling Facility	LB	Conceptual design stage.
60	Beacon Street Interceptor Rehab	LB	Completed.
61	Collection System - Basis of Design	RK	Project ongoing.
62	Contract Monitoring	LB	Ongoing.
63	Ely/Bouton Sewer Repair	LB	New pump station. Consultant selected.
64	Pump Station Evaluations	RK	Working on various projects.
65	Keeler Brook PS Replacement	LB	Consultant selected.

Parking Authority

66	YDG façade improvements	KH	reviewing facade artistic lighting options with RDA and NAC
67	YDG elevator/stairwell ADA requirements	KH	complete by November 2016
68	SNRR Station joint/roof repairs	KH	complete Spring 2017
69	Haviland Deck lighting/security camera upgrade	KH	complete Winter 2017
70	Smartparking technology	KH	reviewing options for the Wall Street District
71	YDG Office updates	KH	Complete October 2016
72	YDG conference room	KH	Reviewing design options

OTHER

71	SWRPA Regional GIS flight	SB	COMPLETED
72	LDA coordination - GGP-SoNo Collection	LB	Approval issued.
73	LDA coordination - POKO	LB	Under construction.
74	LDA coordination - DiScala	LB	Reviewing plans for option phase.
75	Waypointe - Paving and Streetscapes # 3	LB	Punchlist
76	Norwalk Linear Trail - P&Z Project	MY	P&Z Project to complete east side trail. DPW prel. Design submitted to DEEP Permit. 148 East Av
77	Norwalk Linear Trail - NRA Proj	MY	CTDOT to include Hendricks section of trail in I-95 median project/40 Cross - built with NRV
78	Landmark Square	LB	Will be included in 2017 capital budget request.
79	Wall/West/Beiden/Mott Intersection	LB	Under design by NRA.
80	Flock Process Dam	LB	Design Completed. Conservation Dept to put out to bid this spring. Needs completion by October 2016
82	Transfer station - replace compactors	JP	Two Compactors have been replaced; Replacement of third compactor on hold.
83	Transfer station - siding replacement	VV	Completed
84	West Avenue Median Plantings	MY	Project plans - 80% complete. Advertising on hold per NRA
85	SRTS Roton School	MY	CTDOT semi-final design comments being addressed
86	Route 1 at Main	LB	Highpointe - Road widening project

GIS/Technology

87	AVL Project	CT	AVL Project completed
88	E-Permitting	LB	3 forms completed
89	Camera Replacement Project	CT	Revised program being evaluated.
90	EDMS	LB	Received grant for implementation.



TO: Public Work Committee

FROM: Connie Blair, Customer Service Manager

Cc: Bruce Chimento, Director of Public Works

SUBJECT: Customer Service Calls and Requests October 28th – November 30th

DATE: December 1, 2016

The Customer Service Center received 483 service request calls with 400 requests for service related to Public Works. Listed are amounts of requests received in each Public Works category, what number of service request remain in progress, and the number of requests completed.

Category:	In Progress	Completed	Total
<i>Drainage</i> Catch basin cleaning, and repair, culvert maintenance	6	29	35
<i>Engineering</i> Contractor trench, permit Inspections, paving	70	20	90
<i>Landscaping</i> Tree inspection and removal, tree pruning and cutbacks	9	32	41
<i>Ordinance Enforcement Officer</i> Illegal dumping, illegal signs, sidewalk litter	10	3	13
<i>Road</i> Potholes, curbing, and sidewalk repair	9	33	42
<i>Solid Waste</i> Recycling, garbage, stickered carts, recycling and garbage	4	125	137
<i>Traffic</i> Signals, signs, sightlines issues	16	26	42
		Public Work Total Request	400