



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125
P: 203-854-7791 / F: 203-857-0143

PUBLIC WORKS COMMITTEE of the COMMON COUNCIL

DATE: Tuesday, December 5, 2017

TIME: 7:00 P.M.

PLACE: Norwalk City Hall, 2nd Floor, Room 225

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.)

New Business

1. Approve the Minutes of the Public Works Committee Meeting of Tuesday, October 3, 2017.
2. Approve the 2018 Meeting Dates for the Public Works Committee.
3. Approve the naming of the City Hall Drive as "Mayor Frank J. Esposito Drive" in memory of Mayor Frank J. Esposito. Set a Public Hearing on January 2, 2018 at 7:00 P.M. in Room 225, Norwalk City Hall.
4. Authorize the retention of Susan Prosi Johnson as Program Manager representing the City of Norwalk for the Walk Bridge Project, reporting to the Mayor's Office, in accordance with letter dated November 30, 2017.

Account No. 01 30 40 5258

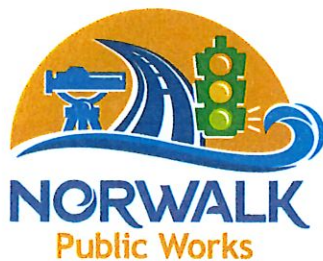
5. Authorize the Mayor, Harry W. Rilling, to execute a 1st Amendment to the June 5, 2017 Contract with Tighe and Bond, Inc., to provide professional engineering services relative to investigating deficiencies and options for the portion of the Norwalk Levee located south of the Perry Avenue Bridge, adjacent to the Norwalk River for an amount not to exceed \$20,000 for a regulatory inspection of the Rowayton Pond Dam.

Account No. 09 14 4027 5777 C0440

Information / Discussion

- ## Upcoming Projects

Next Meeting: Tuesday, January 2, 2018
7:00 P.M.
Room 225, Norwalk City Hall



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Information / Discussion

- A. Monthly Solid Waste Report – September/October 2017
 1. 3rd Quarter (July-September 2017) Transfer Station Quarterly Report
- B. Customer Service Report – October/November 2017
- C. Correspondence – Washington Street Sidewalks

Upcoming Projects

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**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
October 3, 2017**

ATTENDANCE: John Igneri, Chair; Thomas Livingston; Eloisa Melendez; Richard Bonenfant; Michael Corsello

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

Mr. Igneri called the meeting to order at 7:00 p.m. A quorum was present.

PUBLIC INPUT

There was no public present this evening. However, the Chairman, Mr. Igneri read an email from Diane Lauricella regarding Norwalk River Valley Trail Phase II Project, it reads as follows:
Chairman Igneri and Director Chimento, Committee Members and Staff; I was not able to attend your last public meeting due to a family matter and cannot attend the DPW Committee meeting tonight but wanted to submit the following idea that I and other neighborhood leaders had mentioned back in 2011 at the initial NRVt meetings. As the public comment period is closing today, I wanted to propose that the city consider creating a small public park area at the bend in the river just after the proposed pathway emerges northward out from under Super Seven. This bend was approximately the location of a fishing pier that afforded a regular fishing tournament years ago prior to the highway construction. Historically, several citizens and I found that before the Route 7 highway removed their neighborhood that had existed on both sides of the River, there used to be a small park along this stretch, included a location where regular fishing tournaments took place. I believe that this park would be quite attractive for corporate sponsorship and attractive for grant writing. A park would fit nicely with the NRVt and the City's plans and the purpose of this great trail! I also propose, when appropriate, the future possibility of dedicating at least a part of this riverside park to a wonderful neighborhood leader for that area, Diane Witkowski, who died about 5 years ago due to a brain aneurysm. Diane had recounted the wonderful neighborhood visits to the park years before. There is also a rich history to review relating to what the river basin area looked like before Route 7 was built. As some of you know, I was the founding President in the mid-1990's of the Norwalk River Watershed Association. I have organized and participated in years of riverside cleanups over the years and at various locations along the River in addition to my support of this trail venture. The River is a great natural resource and the continued basis trail will be a great way to exercise, commute and enjoy the peace that a natural habitat such as this can bring. As such, I heartily support the funding and continuance of the NRVt and appreciate all the hard work given to this worthy cause. Thank you for the opportunity to comment. Diane Lauricella

Mr. Bonenfant stated that a park on Magnolia Avenue by the hospital was named after her (Diane Witkowski) a few years ago.

NEW BUSINESS

1. **APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, SEPTEMBER 5, 2017.**

****MR. LIVINGSTON MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

2. **A RESOLUTION FOR THE NORWALK RIVER VALLEY MULTI-PURPOSE TRAIL – PHASE 2; UNION PARK TO NEW CANAAN AVENUE:**

WHEREAS, THE CITY OF NORWALK HAS PUBLISHED A NEWS RELEASE, MAILED A COPY OF THE NEWS RELEASE TO REQUIRED OFFICIALS AND AGENCIES, AND MAILED A PRELIMINARY NOTIFICATION LETTER TO ABUTTING PROPERTY AND BUSINESS OWNERS, ANNOUNCING A PROPOSED TRANSPORTATION PROJECT KNOWN AS STATE PROJECT 102-350 NORWALK RIVER VALLEY MULTI-PURPOSE TRAIL – PHASE 2; AND

WHEREAS, A PUBLIC COMMENT PERIOD WAS GIVEN FROM SEPTEMBER 20, 2017 TO OCTOBER 3, 2017 WHICH ALLOWED INTERESTED PARTIES TO VOICE THEIR CONCERNS; AND

WHEREAS, THE CONSTRUCTION PHASE WILL BE FUNDED UTILIZING 80% FEDERAL FUNDS AND 20% MUNICIPAL FUNDS; AND

WHEREAS, WESTCOG HAS SELECTED THIS PROJECT AS A REGIONAL PRIORITY AND TO UTILIZE FEDERAL FUNDS FOR CONSTRUCTION ACTIVITIES; AND

WHEREAS, THE MAYOR HAS CONSIDERED THE CONCERNS OF THE RESIDENTS FROM THE PUBLIC COMMENT PERIOD AND FINDS THAT THE PROPOSED NORWALK RIVER VALLEY MULTI-PURPOSE TRAIL IS IN THE BEST INTEREST OF THE CITY OF NORWALK, AND WILL PROMOTE THE HEALTH, SAFETY, AND GENERAL WELFARE OF ITS RESIDENTS AND PROVIDE FOR THE CONVENIENCE AND SAFETY OF THE TRAVELING PUBLIC; AND

WHEREAS, THE CITY OF NORWALK BASED ON THE ABOVE INFORMATION, AND BY VIRTUE OF THIS RESOLUTION, HEREBY FULLY SUPPORTS THE PROPOSED STATE PROJECT 102-350 NORWALK RIVER VALLEY MULTI-PURPOSE TRAIL – PHASE 2; AND

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY OF NORWALK HEREBY SUPPORTS THE STP URBAN TRANSPORTATION PROJECT TITLED STATE PROJECT 102-350 NORWALK RIVER VALLEY MULTI-PURPOSE TRAIL – PHASE 2 AND HEREBY COMMITS TO FUNDING THE MUNICIPAL SHARE AND PROCEEDING WITH FINAL DESIGN.

ACCOUNT NO.	09-16-4021-5777-C0407	\$286,500
	09-17-4021-5777-C0407	\$300,000

Mr. Igneri read the resolution to the Committee. He asked if anyone had any questions or comments regarding the resolution.

Mr. Corsello stated that he will recuse himself from voting on this item as he owns the abutting property which can cause a conflict of interest.

Mr. Livingston asked for an explanation of the Trail.

Ms. Burns displayed the map to show the course of the trail on the whiteboard for the committee members to see.

Mr. Chimento explained the Trail. He said that this project is a continuation of the Trail. He explained the Trail's locations. He said that it would theoretically begin at Washington Street and go right straight up the river. He said that a part of the trail is at Union Park and would connect to New Canaan Avenue. He said the other part of the trail is Phase III which would take it from there by the ponds then up towards Wilton and finally connect into Wilton by the village by the BLT building then goes straight through Sier Hill into Wilton.

Ms. Burns added that it goes through Ridgefield.

Mr. Chimento agreed that the trail will go through Ridgefield. He continued by saying that it connects down into Washington Street which connects into the harbor route which goes by the Waste Treatment Plant and up the east side of the river.

Ms. Burns added that it will also go by Calf Pasture Beach as well.

Mr. Livingston asked about the timing of that portion of the project.

Ms. Burns said that the final design needs to be completed first. She said that Mike Yeosock is the staff person on this project and he held a public meeting in September and only 8 people attended that meeting and all were in favor of this project. She said that Mr. Yeosock received a letter in support of the project as well. She said the total cost for this mile long trail is 2.6 million dollars, the City's share is 20% and 80% is Federally funded through the State of Connecticut. She continued to say that Wilton has already built a lot of the trail. She said the City of Norwalk has built certain sections of the trail, Ridgefield is currently breaking ground on a section of trail. She noted that Wilton received a 1 million dollar grant this past year to build more of

the trail. She said that they have been working with BLT through the development project on Glover Avenue. She said that there is a crossing issue to get over into Wilton from Grist Mill due to a rail crossing. She said that they may be able to build that portion of the trail when Merritt Seven train station get built which is breaking ground in May 2018. She said that she is unsure of the exact timing of completing the design and getting it out to bid however they are in the processing of lining up all the projects to get them out to bid by winter.

Mr. Livingston asked if they had the funding to complete the project if the design is completed by spring.

Ms. Burns answered yes stating that is what this resolution is about.

Mr. Livingston said he thought the resolution was about the design only.

Ms. Burns replied no it's for everything, the design and construction.

Mr. Livingston asked if Norwalk would be able to receive a grant like Wilton had.

Ms. Burns replied that Jim Carter, a trail group that applied on behalf of Wilton.

Mr. Chimento said that Jim Carter is part of the authority for the Norwalk Valley River Trail. He said that they also put private funds together as well. He informed them that in Norwalk they are receiving 80% of federal funds for this project which is a grant that Wilton did not receive.

Mr. Bonenfant asked if the City of Norwalk would have to maintain the trail.

Ms. Burns answered the trail itself they maintain. She said they paved their trail and it is a multipurpose trail.

Mr. Bonenfant asked if there would be crosswalks.

Ms. Burns answered yes there will be crosswalks.

Mr. Livingston commented on Diane Lauricella's email. He asked if they could use some of her suggestions in the design phase.

Mr. Chimento responded that it hasn't been advertised that way and to use her ideas would require a separate project because that was not included in the process. He said that it could be something they look at in the future.

Ms. Burns interjected that she would inform the project manager, Mike Yeosock that there is an interest so that the final design does not preclude that from happening in the future.

****MR. LIVINGSTON MOVED THE ITEM**

****MR. CORSELLO ABSTAINED**

****MOTION PASSED WITH ONE ABSTENTION**

3. AUTHORIZE THE PURCHASING AGENT TO ISSUE A SOLE SOURCE PURCHASE ORDER TO CARGILL FOR TREATED ROAD SALT FOR SNOW AND ICE CONTROL, PRICING NOT TO EXCEED \$81.82 PER TON FOR NORMAL AND AFTER-HOUR DELIVERIES EFFECTIVE FOR THE 2017-2018 WINTER SEASON.

ACCOUNT NO. 01 40 25 5322

Mr. Livingston wanted to know why they decided to go Sole Source to purchase the salt.

Mr. Torre answered that they are the only vendor that offers the treated road salt that is treated and it is \$10 cheaper per ton than last year.

Mr. Igneri asked if there was a lot of sand left over from last year.

Mr. Torre responded no, there is about 2,000 tons left over from last year. He said that they only brought salt once last year at the beginning of the season and then he explained how they track their salt supply. He said that they have about 2,000 tons left.

Mr. Livingston asked how quick the supplier can deliver.

Mr. Torre answered about a week to get 3,000 tons of salt. He said that it is 20 ton truck loads and the shed holds approximately 7,000.

Mr. Bonenfant asked how much does a typical winter use.

Mr. Torre answered that a typical winter is about 6,000 tons.

Mr. Bonenfant asked if the left over salt gets hard or lumps up.

Mr. Torre answered no it doesn't melt off like the other types.

Mr. Livingston asked why not purchase more salt this year while it's cheaper.

Mr. Torre explained that they will use the balance of funds by next year.

Mr. Corsello asked why not buy more now while it's so cheap.

Mr. Torre responded that the price is for the entire winter season.

Mr. Bonenfant asked if the salt is rotated.

Mr. Torre answered yes.

Mr. Chimento said that it doesn't deteriorate.

****MS. MELENDEZ MOVED THE ITEM
MOTION PASSED UNANIMOUSLY

4. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO GABRIELLI TRUCK SALES OF MILFORD, FOR THE PURCHASE OF TWO (2) 2019 MACK GU713 PLOW TRUCKS FOR A SUM NOT TO EXCEED \$446,546.00.

ACCOUNT NO. 09 18 4031 5777 C0313

Mr. Chimento explained that they would like to change the purchase of two plow trucks to one plow truck and one garbage truck. He said that the garbage truck would be used for bulk waste collection and would provide a great service to the residents.

Ms. Burns showed a clip of the proposed level 2 garbage truck.

Mr. Torre said that they would like to purchase a level 2 garbage truck. He said that they cannot afford to buy two plow trucks and a garbage truck so they would like to eliminate one plow truck in exchange for the level 2 garbage truck. He said that the two plow trucks are in the budget.

Mr. Igneri asked how much for the garbage truck.

Mr. Torre responded that the garbage truck is \$234,000+.

The committee discussed the reason to change from two plow truck to one plow truck and one garbage truck.

Mr. Livingston asked why purchase a garbage truck since there seems to be a need for two plow trucks.

Mr. Chimento said that every year they upgrade the fleet and this year they are going to skip one of the trucks so they can purchase the garbage truck and next year they will purchase three plow trucks.

Mr. Corsello asked if they could purchase the garbage truck next year.

Mr. Chimento said that right now they are going into a call in bulk waste collection starting in January. He said that they are going to offer as a pilot program to the fourth taxing district a call in for bulk waste. He said that they would call into customer service for a date to have their bulk picked up. He said that the program would be on Wednesdays and they are going to split up the town into four areas.

Mr. Livingston asked if there was a real demand for this.

Mr. Chimento replied yes. He continued stating that they provide bulk waste collection for the residents that is done on a Saturday four times a year and with the purchase of the level 2 garbage truck it would be year round. Mr. Chimento stated that people are always calling asking about bulky waste collections. He said that a one-time collection for the residents costs the City over \$50,000 for the one time collection. He said that they would pick up on

Wednesday so when residents call customer service, they will be informed when to put their things out for pick up.

Mr. Corsello asked if the truck would be used for other things.

Mr. Torre said yes and gave the committee examples of those things.

Mr. Chimento said that they currently hire City Carting to do something that they would be able to do.

Mr. Corsello said that it seems like a nice service to offer the residents.

Mr. Chimento said that they will assign a crew every Wednesday to provide this service. He said that they will have a separate truck to pick up TV's, Freon, metal and hard plastics. He said that they get money for the metal and hard plastics.

Mr. Bonenfant wanted to know if they would have a problem getting the truck down any of the city streets.

Mr. Torre responded no, the truck would be able to get down any street in the city.

Mr. Bonenfant asked about refrigerators.

Mr. Chimento said that the refrigerator would be picked up separately.

Mr. Torre said that if you brought the refrigerator to the transfer station you would be charged \$10.

Mr. Bonenfant asked about the process to change this purchase since it wasn't in the original capital budget.

Mr. Torre responded that they met with Bob Barron and was told that fleet capital is to be used for fleet capital and it is based on the needs of the City.

Mr. Chimento explained the process and the bottom line.

Mr. Corsello asked why do they want this, is it cost effective and then stated that this type of service seems like a luxury.

Mr. Chimento answered it is cost effective and people are calling all the time about bulk waste collection. He said with this service they will not have to worry about people dumping under the bridge.

Mr. Igneri asked if plows would be sacrificed if they purchase the garbage truck.

Mr. Torre replied no.

Mr. Corsello said that they will have to buy three plows next year instead of two.

Mr. Livingston asked if additional manpower will be needed for this truck.

Mr. Torre replied that they staff a run around truck everyday so they would just staff the garbage truck instead.

The Committee expressed their concerns about purchasing the garbage truck instead of the two plows that was originally requested. They discussed the pros and cons to purchasing the garbage truck and one plow and the additional costs if any. It was decided to purchase the two plow trucks this year as stated in capital budget and agenda item #4 and put in the garbage truck in next year's capital budget plan.

****MR. BONENFANT MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

5. TECHNICAL CORRECTION OF COMMON COUNCIL ACTION OF FEBRUARY 14, 2017, ITEM VII.D.3 TO ADD SONO COLLECTION PROJECT AND ACCOUNT NUMBER 010000 2365:

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH CDM SMITH INC. FOR CONSTRUCTION MANAGEMENT AND CONSTRUCTION ENGINEERING & INSPECTION SERVICES PERTAINING TO THE RAYMOND & DAY STREETS PROJECT AND THE SONO COLLECTION PROJECT FOR A SUM NOT TO EXCEED \$744,320.00.

**ACCOUNT NO. 09 16 0910 5777 C0560
 010000 2365**

Mr. Igneri stated that this item was already approved by committee.

Ms. Burns stated yes for the entire amount however there was four items that came before the Public Works Committee in February 2017. She said that one item was to hire CDM Smith to do resident engineering services for Raymond & Day and one to do resident engineering services for SoNo Collection, one to create an escrow account between GGP and the City to pay for it and one between the Maritime Village/Spinnaker to pay for that escrow. She continued saying that once this item was brought to the Council the GGP part of it was tabled on consent. She said that only the Raymond and Day portion proceeded.

Mr. Corsello asked if the dollar amount was the same.

Ms. Burns answered yes.

Mr. Chimento said that GGP was supposed to put up the money for the escrow account. He said that the escrow account is there.

Ms. Burns said that the escrow didn't come in until much later around April 2017. She explained the different resolutions that describe the escrow accounts. She reiterated that the dollar amount was previously approved. She said that the cost is for the inspection services

and the City will be reimbursed for those expenditures through the escrow account. She said that the City is paying for a portion of the Raymond and Day Streets project.

****MS. MELENDEZ MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

INFORMATION / DISCUSSION

Mr. Torre stated that the Public Works Open House will be held on Saturday, October 7, 2017.

Mr. Livingston mentioned the passing of former Public Works Director Hal Alvord.

Mr. Chimento stated that he didn't know Mr. Alvord well but he thought he did a great job with the Public Works Department.

A. MONTHLY SOLID WASTE REPORT – AUGUST 2017

Mr. Chimento reported on this item. He said that this is a heavy time of the year and everything seems to be on schedule. He said that he spoke with City Carting regarding having a tour of the recycling facility. He asked the committee when would be a good time for everyone. Mr. Chimento said that he would make the arrangements for the tour.

B. CUSTOMER SERVICE REPORT – SEPTEMBER 2017

There was no discussion regarding the Customer Service Report.

C. CORRESPONDENCE

There was no discussion regarding Correspondence.

UPCOMING PROJECTS

Next meeting is scheduled for Tuesday, November 9, 2017 in Room 225.

Ms. Melendez noted that the next meeting date was incorrect and should read Thursday, November 9, 2017 instead of Tuesday, November 9, 2017. This change was made at the December 6, 2016 meeting when the committee voted and approved the 2017 meeting dates.

****MS. MELENDEZ MOVED TO ADJOURN**

****MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:13 p.m.

Respectfully submitted,

Monique Cipriano
Executive Assistant
Public Works Department

October 3, 2017
Public Works Committee
Page 9 of 9

Public Works Committee
2018 Meeting Dates
1st Tuesday of the Month

Tuesday	January 2, 2018	7:00pm	Room 225
Tuesday	February 6, 2018	7:00pm	Room 225
Tuesday	March 6, 2018	7:00pm	Room 225
Tuesday	April 3, 2018	7:00pm	Room 225
Tuesday	May 1, 2018	7:00pm	Room 225
Tuesday	June 5, 2018	7:00pm	Room 225
Tuesday	July 3, 2018	7:00pm	Room 225
*Thursday	July 5, 2018	7:00pm	Room 225
Tuesday	August 7, 2018	7:00pm	Room 225
Tuesday	September 4, 2018	7:00pm	Room 225
Tuesday	October 2, 2018	7:00pm	Room 225
Tuesday	November 6, 2018	7:00pm	Room 225
*Thursday	November 8, 2018	7:00pm	Room 225
Tuesday	December 4, 2018	7:00pm	Room 225

*due to 4th of July/Election Day

2



TO: Members of the DPW Committee

FROM: Bruce J. Chimento, PE, Director of Public Works

Date: November 27, 2017

RE: Renaming of City Hall Drive

I have been asked by Chairman Igneri to add the item "Approve the renaming of City Hall Drive as "Mayor Frank J. Esposito Drive". Mayor Esposito has made significant contributions to the City of Norwalk, both as a Councilman and its Mayor.

This is done according to Chapter 95, Article II of the City Code Honorary and Historic Naming so Streets. A copy of the Article is attached.

You must set a Public Hearing for this renaming.

Vote on abandonment.

Within 30 days of the receipt of the reports of the freeholders, the Planning Commission and Zoning Commission and of any appraiser, the Public Works Committee shall approve or disapprove said application, determine any conditions that should attach to said abandonment, authorize the Mayor to execute a quit-claim deed, if necessary, and determine the appropriate consideration for said abandonment. Said conditions may include public easements for utilities or other purposes which may be incorporated in the deed. Such approval or disapproval shall be referred to the Common Council for its approval or disapproval, which shall act upon such referral within 30 days.

Article II: Honorary and Historic Naming of Streets

[Adopted 10-28-2014]

§ 95-37 Purpose.

The purpose of this article is to establish guidelines and formalize procedures when considering the honorary or historic naming or renaming of a City-owned or controlled street or roadway, administered under the responsibility charged to the Public Works Committee of the Common Council.

§ 95-38 Policy and considerations.

If a City street or roadway is to be named in honor of an individual, it is generally required that such individual has made a significant contribution to the community through public service and deeds, and is respected for his or her accomplishments and good conduct. Consideration shall be given to individuals who have made recent accomplishments and contributions as well as individuals with historic ties to the City. An individual shall be deceased at least one year prior to the naming unless the Common Council determines by a two-thirds-majority plus one (11 votes) that a living individual deserves the honor. Groups should not be in a position to influence the process by funding of past or future operations of the street or roadway, and it is ultimately important for the City to avoid any perception of improper manipulation, special favor, vested interest, or endorsement of businesses, products or services.

§ 95-39 Procedure.

Naming of City streets or roadways shall proceed as follows:

- A. The proposed naming of a City street or roadway shall be placed on a Public Works regular meeting agenda for discussion and review. In the event that the street or roadway to be named is located within a City park, the proposed naming shall be placed on the Recreation, Parks and Cultural Affairs agenda for discussion and review.
- B. A public hearing is required prior to forwarding the naming request to the full Common Council for approval. The hearing shall be held at a regular meeting of the Public Works Committee, and the scheduling of said hearing shall have been approved at a previous regular meeting by a majority vote of the Committee.
- C. A two-thirds-majority (10 votes) of the Common Council is required for the approval of all honorary or historic street names, except in the case where a living individual is the honoree in which case a two-thirds-majority plus one (11 votes) is required.

DPW Committer Action:

Approve the naming of the City HALL Drive as "Mayor Frank J. Esposito Drive" in memory of Mayor Frank J. Esposito. Set a Public Hearing January 2, 2018 at 7:00 in Room 225, Norwalk City Hall.

Susan Prosi Johnson
9 Stiles Street □ Stratford, CT 06614
(203) 258-0161 □ spj0161@yahoo.com

November 30, 2017

Ms. Laoise King
Chief of Staff
City of Norwalk
125 East Avenue
Norwalk CT 06856

Subject: Consultant Services for Walk Bridge Program Management

Dear Ms. King,

It was a pleasure to meet with you, Mr. Bruce Chimento and Ms. Lisa Burns to discuss the Walk Bridge program and the City's need for program coordination, communication and advocacy. The objectives are to advance City positions and needs, ensure outreach and consideration of the diverse stakeholders in Norwalk, minimize and mitigate to the maximum extent possible to impacts of Walk bridge projects during and after construction. The complexity of the \$1B Walk bridge program with its construction of five rail bridges over city roads, the Walk bridge, the Danbury dockyard, and the CP243 interlocking is characterized by the CT Department of Transportation (CTDOT) Commissioner as the most complicated construction program in the state. The importance of the Walk Bridge to the northeast rail corridor for Metro-North, Amtrak and freight service cannot be understated. The impacts on Norwalk, the host city, cannot be understated. Walk Bridge program design requires major changes to the Maritime Museum including the I-Max, wharfs, parking, access and site disruption. Disruption to businesses and residents in SoNo and East Norwalk, the City's economy, environment and quality of life will be considerable. Minimizing the negative impacts of the program through construction phases and recovering from the impacts to continue Norwalk's attractiveness for businesses, tourism, and residents are all reasons I submit this proposal as you requested. My attached resume shows that I have extensive positive experience working with municipalities, CTDOT, regions and federal agencies. My project and grant management experience and public engagement, coordination and communication skills will provide the City with the enhanced capability to keep the City's public and private sector interests at the forefront and considered by the state and others who control the Walk Bridge program.

Based on the meeting we had and subsequent discussions, I offer a suggested scope of work as the Norwalk Walk Bridge Program Manager which would report to the Mayor's Office. In this capacity the roles and responsibilities would include:

- The City's point of contact with various entities, stakeholders, and city staff
- Participate in Walk Bridge program meetings as required and follow up on action items
- Advocate for and promote City and stakeholder interests and needs on all facets of the Walk Bridge program
- Public engagement to identify and get input from diverse stakeholders, transmit interest and needs to appropriate entities to resolve problems, and a timely interactive and effective communication program
- With respect to the business community, ensure effective outreach to the business community and coordination with CTDOT and its Business Outreach program with the purpose of to advocating for business and municipal interests as well as monitoring of the mitigation program and implementation of corrective actions as needed
- Coordinate the Mayor's Design Advisory Committee and its interactions with CTDOT
- Support City engineering with right-of-way (ROW) utility and other issues as needed, such as Eversource 115 kV tower relocation the CT Siting Council

- Monitor compliance with the Walk Bridge Environmental Assessment/Section 4(f) Environmental Impact Evaluation and Finding of No Significant Impact (FONSI) dated July 2017, including permitting activities
- Monitor commitments and mitigation plans identified in Memoranda of Agreements (MOAs) and other documents
- Assist in development and advocacy of city priorities

Initial work activities would focus on:

- Priorities established by the Mayor's office in cooperation with stakeholder groups
- CTDOT's draft tidal wetland strategy and mitigation plan in cooperation with Norwalk's environmental planner
- Catenary salvage
- Organizational structure and contacts for CTDOT and the Walk Bridge program, as well as business community contacts and best ways to communicate
- ROW issues and arrangements associated with the Walk Bridge such as the Maritime Museum
- Status of CTDOT's development of a transportation/traffic management plan for the program
- Monitoring of financial and other program commitments that impact Norwalk
- Other activities identified by the City

As discussed, the fee for consulting services would be \$100 per hour for an average of 20 hours per week. Travel expenses and other out of pocket expenses will be my responsibility. Deliverables and reports including a monthly summary report would be provided in the format established by the Mayor's office.

Thank you for consideration of this proposal. I look forward to working with you and others on this essential program.

Sincerely,



Sue Prosi Johnson

Enclosure: resume

Susan Prosi Johnson

9 Stiles Street □ Stratford, CT 06614 □ (203) 258-0161 □ spj0161@yahoo.com

RESUME

PROFILE

- **Transportation planning program and project manager (1976-2016)** with a long record of success as a project manager, regional transportation program planner and coordinator, and public engagement specialist. During tenures with regional planning agencies, I provided: technical assistance to stakeholders; conducted transit, highway, rail parking and safety planning; supervised Title VI/Limited English Proficiency/Environmental Justice assessments and reporting. I was responsible for development of regional transportation plans and programs and contract compliance; and was responsible for coordination and support of transportation policy and technical committees. As the transportation planning program coordinator/manager I was also responsible for development and execution of the Unified Planning Work Program, regional long range transportation plans, the Transportation Improvement Program (TIP) and other program requirements such as annual and quadrennial federal certification review. Strong analytical, budgeting and financial skills supported all facets of the transportation planning and policy programs.

Coordination with state and federal agencies for funding was another important responsibility. Through coordination with these key agencies, discretionary funding was secured for municipal and regional projects and formula funding was fully utilized. For example, in FY2015, WestCOG South Western Region planning studies exceeded \$1.5M; in 2016 CTDOT awarded \$9M in CMAQ funding to three municipalities in addition to various federal discretionary grants and the regional Surface Transportation Program allocation of \$5M. Excluding state projects in excess of \$800M of municipal and regional projects were funded in the 1992 – 2016 time period. Norwalk projects traffic signal, intersection and paving projects were funded as were Norwalk Transit District projects.

Project management was an integral responsibility. For example, in the 2014 – 2016 time period I was project manager for 4 studies valued at \$1.3M. These studies lead to implementation of improvements to roads, bridges, transit capital and operating projects and bicycle and pedestrian projects.

Another responsibility was representation of SWRPA/WestCOG on town, regional, state, New York City metro area boards and commissions, technical committees and studies. Examples include New York Metropolitan Planning Commission technical committees; New York State Bridge Strike Task Force; TRANSCOM technical committee and strategic plan committee; CTDOT Strategic Highway Safety Plan committees, CTDOT Merritt Parkway Advisory Committee; and UCONN Technology Transfer Advisory Committee (through 2010).

- **Emergency management and emergency planning responsibilities and expertise** including creation of Connecticut's first transportation incident management team in 1992 which evolved to the South Western Region Incident Management Team and then the 2006 CT DEMHS Region 1 ESF1 which I chaired until 2016;

CT DEMHS Region 1 Emergency Planning Team member; South Western Region Citizen Corps Coordinator and member of the Statewide Citizen Corps Advisory Council; also development of

regional evacuation plans, and review of state evacuation plans and preparation of R1ESF1 element of the regional emergency strategic plan; and procurement of 26 Variable Message Sign trailers for 13 municipalities.

- **Municipal transportation planning** for the City of Stamford 1984-1990 included traffic impact assessments, project and zoning reviews, grants preparation, administration and implementation, and coordination of parking structures and the bus shelter program, technical assistance to stakeholders, and development of operational and capital budgets.
- **Member of the CT Commuter Rail Council (2010-present as Governor's appointee, also 1985-1989)**
- **Active in Stratford community organizations in Stratford CT, including: Stratford Library Board of Directors; Stratford Medical Reserve Corps (MRC); and, Stratford Community Emergency Response Team (CERT)**

PROFESSIONAL HISTORY SUMMARY

South Western Regional Planning Agency/Western CT Council of Governments 1992 – 2016
Stamford CT:

- Senior Transportation Manager 2015-2016
- Senior Transportation Coordinator 2011-2015
- Senior Transportation Planner 1992-2011

City of Stamford Traffic and Parking Department 1984-1990
Stamford CT: Transportation Planner

Greater Bridgeport Regional Planning Agency 1976-1984
Bridgeport CT: Senior Transportation Planner

EDUCATION AND TRAINING

Masters in Urban Planning – University of Michigan, Ann Arbor Michigan (1975)
BA – University of Wisconsin, Madison Wisconsin (1970)

Transportation and engineering courses and workshops

- National Highway Institute, Transit, UCONN Technology Transfer, I-95 Corridor Coalition

Emergency management courses and workshops

- FEMA, CT DEMHS, TEEXs - Texas A&M Emergency Management Program
- CERT (2013)

PROFESSIONAL ORGANIZATIONS

Institute of Transportation Engineers (ITE) Fellow

BOARDS AND COMMUNITY ORGANIZATIONS

CT Commuter Rail Council (2010 – present, 1985-1989)

Stratford Library Board of Directors (2017 - present)

Stratford Medical Reserve Corps (2016 – present)

Stratford Community Emergency Response Team (2013 – present)

N-8140035
June 22, 2016

Mr. Brian Sweeney, PE
Norwalk Engineering Department
Room 225 – Norwalk City Hall
125 East Avenue
Norwalk, CT 06856

Re: **Norwalk River Right Bank
USACOE RI Deficiency Response**

Dear Mr. Sweeney:

As requested, the following proposal provides our scope of services and anticipated level of effort to assist the City of Norwalk in responding to the US Army Corps of Engineers (USACOE) letter of August 24, 2015 that included their May 18, 2015 Routine Inspection (RI). The RI was conducted as part of the USACOE Levee Safety Program and is intended to assure the levee system is capable of performing to its original design during a flood event.

Project Understanding

The Norwalk River Right Bank Flood Damage Reduction (FDR) System was completed by the USACOE in 1955. The Project consists of 1,600 feet of earthen dike embankments along the Norwalk River. The Project drawings indicate the system begins approximately 300 feet downstream of the Perry Avenue Bridge over the Norwalk River and extends northerly 1,300 along the right bank (west) of the Norwalk River above the bridge.

An accreditation certification study was performed by Tighe & Bond in 2011 and the system was accredited by FEMA in an August 3, 2011 Notification of Levee Accreditation letter to the City. This accreditation did not include the 300 feet downstream of the Perry Avenue Bridge as the City considered this section abandoned. The recent RI identified this section as unacceptable and further discussions with Mike Bachand, USACOE, indicated the USACOE still considers this section to be an active part of the flood damage reduction system and cannot be abandoned unless approved by the US Congress.

Our review of the system appraisals and inspections dating back to the 1950's suggest there are significant inconsistencies regarding the limits and consideration of the levee (dike) below the Perry Avenue Bridge.

The Routine Inspection cover letter identified the following additional deficiencies rated as Minimally Acceptable (M):

Retaining Wall Encroachment: The USACOE requested a removal status of the retaining wall built into the landside slope near station 1+75.

Perry Avenue Bridge: The USACOE requested a project update in the next semi-annual report and a complete set of "As-Builts" for the project.

Project Site

The project site begins approximately 300 feet downstream of the Perry Avenue Bridge crossing and continues northerly along the right (west) bank of the Norwalk River approximately 1,600 feet. The focus of this project is the 300 foot portion of the system downstream of the Perry Avenue Bridge.

Scope of Services

Our recent review of the project history suggests a lot of ambiguity surrounding the system below the Perry Avenue Bridge. Tighe & Bond's scope of services includes a comprehensive review of the historic project documentation and development of a plan to address the comments from the UACOE regarding this downstream section of the flood protection system.

1. Initial Due Diligence

As past efforts did not include the area south of the Perry Avenue Bridge, our due diligence efforts will focus on the collection and evaluation of existing data for this area.

- Compile a base plan from the City of Norwalk aerial data, the existing conditions survey prepared by Rocco V. D'Andreas, Inc., and the USACOE design drawings.
- Review the FEMA Flood Insurance Study and the Flood Insurance Rate Map to identify and locate the limits of the one percent flood
- Review the hydraulic model for flood elevations below the Perry Avenue Bridge and correlate to the FEMA data
- Review the Grading Plan for Riverbend Common
- Review the available appraisal, Routine Inspection, and certification reports for the system

The due diligence activities will focus on developing a complete summary of the dike history below the Perry Avenue Bridge including the following:

- Historic Site Uses & Development (including Riverbend Common)
- Watershed Conditions
- Dike Structure History and Condition
- Environmental Permitting
- Geotechnical
- Right of Way/Private Properties

2. Meetings/Coordination

This scope of services includes an initial kick-off meeting and a second meeting to review and discuss our findings with the City of Norwalk. Through these meetings, we will collect historic data related to the flood damage reduction system, identify the concerns and priorities of the City and abutting properties, and collectively work towards a strategy address the USACOE RI deficiencies. This strategy will include discussion of repair, reconstruction, or abandonment options, scheduling, costs, and funding opportunities. We will hold a second meeting with the City to review the recommendations and confirm a strategy going forward.

3. Summary of Finding/Recommendations

We will generate technical memorandum summarizing our findings, recommendations, and strategy for addressing the deficiencies. We will identify the relevant environmental regulations, required permits/approvals, and potential engineering and design issues. Our due diligence efforts will identify critical site information for use during the pursuit of project funding and continuing conversations with the USACOE.

Fee

Tighe & Bond will perform the Scope of Services detailed above for a lump sum fee of \$15,000, invoiced monthly based on percentage complete. In the event that the scope of services is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment.

Schedule

We are prepared to initiate the services described herein upon authorization to proceed. Upon receiving authorization to proceed, we will coordinate with the City for a Kick-off meeting. The data review and compilation will follow and we anticipate that a draft memorandum will be completed within 30 days followed by a second meeting with the City.

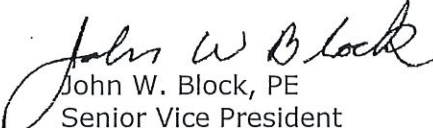
We appreciate the opportunity to submit this proposal and look forward to the opportunity to further our services with the City of Norwalk. Please contact David or John with any questions or comments.

Very truly yours,

TIGHE & BOND, INC.


David L. Loring, PE, ENV SP, LEED AP
Vice President

t: 413.572.3296
c: 413.519-2840
e: DLLoring@tighebond.com


John W. Block, PE
Senior Vice President

t: 203.712.1111
c: 203.722.2179
e: JWBlock@tighebond.com

Enclosures: Terms and Conditions

ACCEPTANCE:

On behalf of **City of Norwalk** the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "ENGINEER".

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to ENGINEER shall be made on the basis of invoices submitted by ENGINEER and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse ENGINEER for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against ENGINEER.

3. STANDARD OF CARE

3.1 In performing professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to ENGINEER. In the event of any termination, CLIENT will pay ENGINEER for all services rendered and reimbursable expenses incurred under the

Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 ENGINEER will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of ENGINEER's report, unless mutually agreed otherwise or unless ENGINEER's customary practice is to retain for a longer period of time for the specific type of services which ENGINEER has agreed to perform. Upon request and mutual agreement regarding applicable charges, ENGINEER will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of ENGINEER, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to ENGINEER of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by ENGINEER.

6.2 Documents provided by ENGINEER are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this project or for any other projects or sites. Documents provided by ENGINEER on this project shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of ENGINEER. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this project, without ENGINEER's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on ENGINEER's part, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - ENGINEER cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format. If ENGINEER provides documents in electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold ENGINEER harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases - In the event that ENGINEER prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and ENGINEER that such project deliverables will be used and perhaps modified by CLIENT and that ENGINEER's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by ENGINEER, ownership is passed to CLIENT. ENGINEER will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

7. INSURANCE

7.1 ENGINEER will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. ENGINEER will furnish certificates at CLIENT's request.

7.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of ENGINEER to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or ENGINEER's compensation for consulting services, whichever is greater.

7.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. INDEMNIFICATION AND DISPUTE RESOLUTION

8.1 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom ENGINEER is legally liable. ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

8.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability or cost to the extent caused by CLIENT's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom CLIENT is legally liable. CLIENT is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence.

8.3 CLIENT agrees that any and all limitations of ENGINEER's liability, waivers of damages by CLIENT to ENGINEER shall include and extend to those individuals and entities ENGINEER retains for performance of the services under this Agreement, including but not limited to ENGINEER's officers, partners, and employees and their heirs and assigns, as well as ENGINEER's subconsultants and their officers, employees, and heirs and assigns.

8.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and ENGINEER agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and ENGINEER further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for ENGINEER to make any surveys, borings, explorations, tests or similar field investigations. ENGINEER will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for ENGINEER. If restoration of the land is required to its former condition, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for ENGINEER's services and ENGINEER's continued involvement in the project. ENGINEER will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances may make it necessary for ENGINEER to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate ENGINEER for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or ENGINEER's personnel. To the full extent permitted by law, CLIENT waives any claims against ENGINEER and agrees to indemnify, defend and hold harmless ENGINEER from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SUBSURFACE INVESTIGATIONS

11.1 In soils, groundwater, and other subsurface investigations, conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that may affect overall project costs and/or execution. These variable conditions and related impacts on cost and project execution are not the responsibility of ENGINEER.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by ENGINEER, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's project is selected for an audit, CLIENT agrees to compensate

ENGINEER for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and ENGINEER will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT's RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for ENGINEER's services or project implementation.

13.2 CLIENT will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to ENGINEER in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 ENGINEER has no control over cost or price of labor and materials required to implement CLIENT's project, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty, expressed or implied, that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by ENGINEER. If CLIENT wishes additional information as to any element of project cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

15.1 CLIENT and Contractor - The presence of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, does not make ENGINEER or ENGINEER's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - ENGINEER and ENGINEER's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s)

or other entity or any other persons at the site except ENGINEER's own personnel.

15.3 On-site Responsibility - The presence of ENGINEER's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of ENGINEER's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the ENGINEER not provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the ENGINEER's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the ENGINEER that may be in any way connected thereto.

16.2 In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.



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, Superintendent of Operations
 Dilene Byrd, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: October 16, 2017

Re: MSW and Recycling Report - September 2017

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Sep-16	Current FY: Sep-17	Change	FY 17/18 Cumulative
Curbside tonnage	1,254.37	1,194.17	-4.8%	3,741.14
MSW tonnage out	1,920.07	1,916.78	-0.2%	5,939.68
Transfer station operating fee	\$65,625.00	\$66,875.00	1.9%	\$200,625.00
Transport and disposal fee	\$167,046.09	\$168,676.64	1.0%	\$522,691.84
Curbside collection fee	\$90,053.17	\$92,754.75	3.0%	\$278,264.25
Total operating costs (less curbside)	\$232,671.09	\$235,551.64	1.2%	\$723,316.84

MSW Consolidated Budget	
FY 17/18 Budget	\$3,968,057.00
Amount expended	\$1,001,581.09
Percent remaining	74.8%

Recycling Collection				
Recycling Collection	Previous FY: Sep-16	Current FY: Sep-17	Change	FY 17/18 Cumulative
Curbside tonnage	722.96	709.47	-1.9%	2,110.64
Transfer station tonnage	40.39	46.53	15.2%	132.37
Total monthly tonnage	763.35	756.00	-1.0%	2,243.01
Curbside collection fee	\$87,418.17	\$90,040.75	3.0%	\$270,122.25

Recycling Budget	
FY 17/18 Budget	\$1,080,489.00
Amount expended	\$270,122.25
Percent Remaining	75.0%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Sep-16	Current FY: Sep-17	Change	FY 17/18 Cumulative
Transfer station tip fees	\$33,294.80	\$31,916.50	-4.1%	\$103,713.15
Recycling revenue (curbside)	\$12,651.80	\$12,415.73	-1.9%	\$36,936.20
Recycling revenue (T.S.)	\$706.83	\$814.28	15.2%	\$2,316.48
Total revenues	\$46,653.43	\$45,146.50	-3.2%	\$142,965.83

A



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, Superintendent of Operations
 Dilene Byrd, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: November 7, 2017

Re: MSW and Recycling Report - October 2017

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Oct-16	Current FY: Oct-17	Change	FY 17/18 Cumulative
Curbside tonnage	1,131.05	1,219.50	7.8%	4,960.64
MSW tonnage out	1,782.12	1,770.18	-0.7%	7,709.86
Transfer station operating fee	\$65,625.00	\$66,875.00	1.9%	\$267,500.00
Transport and disposal fee	\$155,044.44	\$155,775.84	0.5%	\$678,467.68
Curbside collection fee	\$90,053.17	\$92,754.75	3.0%	\$371,019.00
Total operating costs (less curbside)	\$220,669.44	\$222,650.84	0.9%	\$945,967.68

MSW Consolidated Budget	
FY 17/18 Budget	\$3,968,057.00
Amount expended	\$1,316,986.68
Percent remaining	66.8%

Recycling Collection				
Recycling Collection	Previous FY: Oct-16	Current FY: Oct-17	Change	FY 17/18 Cumulative
Curbside tonnage	668.55	695.93	4.1%	2,806.57
Transfer station tonnage	30.17	35.99	19.3%	168.36
Total monthly tonnage	698.72	731.92	4.8%	2,974.93
Curbside collection fee	\$87,418.17	\$90,040.75	3.0%	\$360,163.00

Recycling Budget	
FY 17/18 Budget	\$1,080,489.00
Amount expended	\$360,163.00
Percent Remaining	66.7%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Oct-16	Current FY: Oct-17	Change	FY 17/18 Cumulative
Transfer station tip fees	\$34,693.45	\$33,964.60	-2.1%	\$137,677.75
Recycling revenue (curbside)	\$11,699.63	\$12,178.78	4.1%	\$49,114.98
Recycling revenue (T.S.)	\$527.98	\$629.83	19.3%	\$2,946.30
Total revenues	\$46,921.05	\$46,773.20	-0.3%	\$189,739.03



CITY OF NORWALK
Jessica C. Paladino
Waste Programs Manager
jpaladino@norwalkct.org
P: 203-854-3215 / F: 203-854-3224
15 South Smith Street
Norwalk, CT 06855

October 19, 2017

Ms. Paula Guerrero
Bureau of Materials Management & Compliance Assurance
Recycling Office
Department of Energy & Environmental Protection
79 Elm Street, 4th Floor
Hartford, CT 06106-5127

Subject: City of Norwalk
Quarterly Report – 3RD Quarter 2017

Dear Ms. Guerrero:

Enclosed please find the quarterly report for the Third Quarter 2017 (July, August, and September) for the City of Norwalk Transfer Station at 61 Crescent Street, Norwalk CT.

If you should have any questions or require additional information, please feel free to contact me at 203-854-3215.

Very truly yours,

Jessica C. Paladino
Waste Programs Manager

cc: DPW File

AI

MUNICIPAL TRANSFER STATION (TS) QUARTERLY REPORT FORM (9/23/2016 version)

(For **Municipal** Transfer Stations (1) Receiving Solid Waste and/or Recyclables from One Municipality **or** (2) Receiving Solid Waste & Recyclables from Fewer than Four Municipalities with No Scale to Separately Track Amounts Received from Each Municipality)

REPORTING FACILITY	Facility Name: City of Norwalk Transfer Station
	Facility Location - Street: 61 Crescent St.
	Town: Norwalk State: CT Zipcode: 06850 Phone: 203-854-3200

REPORTING QUARTER YEAR: 2017 QUARTER: ☐ 1ST-Jan-Mar; ☐ 2nd Apr-Jun; ☒ 3rd Jul-Sep; ☐ 4th Oct-Dec

Are loads of waste and/or recyclables weighed at the transfer station when received? ☒ Yes ☐ No

(1) If no, please describe method for estimating tonnage reported received:

(2) If yes, and this transfer station receives waste and/or recyclables from more than one municipality, are the weights from each municipality weighed and tracked separately when received at the transfer station? ☐ Yes ☒ No

If the answer to (2) is yes; please contact **Judy Belaval** at DEEP (860) 424-3237 to request a multi-town TS quarterly reporting form.

PART 1: QUANTITIES (TONS) OF SOLID WASTE & RECYCLABLES RECEIVED

CT CITY(ies) OR CT TOWN(s) of ORIGIN	City of Norwalk
--------------------------------------	-----------------

Does the MSW tonnage include non-residential waste? ☒ Yes ☐ No;

If Yes – what is your ballpark estimate % of MSW that is non-residential? 25%

TYPE of SOLID WASTE or RECYCLABLE RECEIVED	TONS RCVD this QTR
MSW ¹	5,939.68 Tons
OVERSIZED MSW (e.g. furniture, carpets, etc)	
CONSTRUCTION & DEMOLITION (C&D) WASTE (e.g. dry wall, brick, concrete, lumber, etc.)	
MIX – OVERSIZED MSW/C&D WASTE	
LANDCLEARING DEBRIS (LOGS/STUMPS)	473.82 Tons
SPECIAL ²	
RECYCLABLES – Type: Single Stream Recycling ☒ Res or ☒ NonRes	2,243.01 Tons
RECYCLABLES – Type: Scrap Metal ☒ Res or ☒ NonRes	152.27 Tons
RECYCLABLES – Type: Electronics ☒ Res or ☒ NonRes	46.75 Tons
RECYCLABLES – Type: Tires ☒ Res or ☒ NonRes	3.20 Tons
RECYCLABLES – Type: ☐ Res or ☐ NonRes	

¹ MSW is solid waste from residential, commercial and industrial sources; excluding hazardous, bulky, biomedical, sludge, or scrap metal waste.

² SPECIAL WASTE is any waste other than hazardous or biomedical which requires special handling for safe disposal

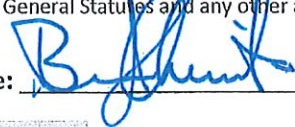
PART 2: QUANTITIES (TONS) of SOLID WASTE and RECYCLABLES TRANSFERRED

TYPE of WASTE or RECYCLABLE TRANSFERRED	DESTINATION Name/Location Of Disposal Facility Receiving Waste Or Recycling Facility Receiving Recyclables	TONNAGE TRANSFERRED OUT THIS QUARTER
MSW	Bridgeport RESCO 6 Howard Avenue, Bridgeport CT	5,939.68 Tons
C&D Waste		
Oversized MSW		
MIX C&D Waste & Oversized MSW		
OTHER – Type: Landclearing (Logs/ Stumps/ Woodchips)	DW Transport & Leasing 140 Route 32 North Franklin, CT	473.82 Tons
RECYCLABLE Type: Single-Stream	City Carting Taylor Reed Facility Taylor Reed Avenue, Stamford CT	2,243.01 Tons
RECYCLABLE Type: Scrap Metal	LaJoie's Auto & Scrap 40 Meadow St, Norwalk CT	152.27 Tons
RECYCLABLE Type: Electronic Waste	Newtech Recycling 600A Apgar Drive, Somerset NJ	46.75 Tons
RECYCLABLE Type: Tires	Empire Tire 1414 Norwich Road, Plainfield CT	3.20 Tons
RECYCLABLE Type:		

PART 3 - CERTIFICATION and SIGNATURE

This document, which is required to be submitted to the Commissioner of the Department of Energy and Environmental Protection, shall be signed by the Permittee or, if Permittee is not an individual, by Permittee's chief executive officer or a duly authorized representative of such officer, as those terms are defined in §22a-430-3(b)(2) of the Regulations of Connecticut State Agencies, and by the individual(s) responsible for actually preparing such document, and each such individual shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, that the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statement made in the submitted information may be punishable as a criminal offense under §53a-157b of the Connecticut General Statutes and any other applicable law."

Signature of permittee or duly authorized representative of permittee:  Date: 10/19/17

Printed name: Bruce Chimento

Title: Director of Public Works

Signature of person responsible for preparing report:  Date: 10/19/17

Printed name: Jessica C. Paladino

Title: Waste Programs Manager

Phone #: 203-854-3215

Fax #: 203-854-3224

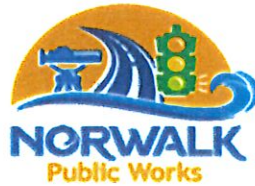
E-mail Address: jpalladino@norwalkct.org



TO: Public Work Committee
FROM: Connie Blair, Customer Service Manager
Cc: Bruce Chimento, Director of Public Works
SUBJECT: Customer Service Calls and Requests Oct. 1st – Oct. 31st
DATE: September 28, 2017

The Customer Service Center received 422 service calls with 354 requests for service related to Public Works. Listed are amounts of requests received in each Public Works category, what number of service requests remain in progress, and the number of requests completed.

Category:	In Progress	Completed	Total
<i>Drainage</i> Catch basin cleaning, and repair, culvert maintenance	3	10	13
<i>Engineering</i> Contractor trench, permit Inspections, paving	27	2	29
<i>Landscaping</i> Tree inspection and removal, tree pruning and cutbacks	11	44	55
<i>Ordinance Enforcement Officer</i> Illegal dumping, illegal signs, sidewalk litter	11	6	17
<i>Road</i> Potholes, curbing, and sidewalk repair	5	60	65
<i>Solid Waste</i> Recycling, garbage, stickered recycling and garbage	3	131	134
<i>Traffic</i> Signals, signs, sightlines issues	15	26	41
		Public Work Total Request	354



TO: Public Work Committee

FROM: Connie Blair, Customer Service Manager

Cc: Bruce Chimento, Director of Public Works

SUBJECT: Customer Service Calls and Requests Nov. 1st – Nov. 30th

DATE: December 1, 2017

The Customer Service Center received 377 service calls with 298 requests for service related to Public Works. Listed are amounts of requests received in each Public Works category, what number of service requests remain in progress, and the number of requests completed.

Category:	In Progress	Completed	Total
<i>Drainage</i> Catch basin cleaning, and repair, culvert maintenance	2	15	17
<i>Engineering</i> Contractor trench, permit Inspections, paving	50	2	52
<i>Landscaping</i> Tree inspection and removal, tree pruning and cutbacks	9	36	45
<i>Ordinance Enforcement Officer</i> Illegal dumping, illegal signs, sidewalk litter	15	2	17
<i>Road</i> Potholes, curbing, and sidewalk repair	6	36	42
<i>Solid Waste</i> Recycling, garbage, stickered recycling and garbage	9	97	106
<i>Traffic</i> Signals, signs, sightlines issues	15	4	19
		Public Work Total Request	298



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143

Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Lisa Burns, P.E. - Principal Engineer *P.L.*
CC: Bruce J. Chimento, P.E. – Director of Public Works
FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer
REF: Washington Street Sidewalks – Structural Repairs
DATE: November 29, 2017

The following is a brief summary of what has transpired to date concerning the vaults connected to the buildings on Washington Street that extend under the sidewalks into the City Right-of-Way and structurally support those sidewalks.

- James DeStefano, P.E., AIA of DeStefano & Chamberlain, Inc. was retained by Santome Realty Corp. to investigate the condition of the vault structure under the City sidewalk at 90 – 92 Washington Street which is accessible from the basement of the building. He determined that the iron framing, concrete and overall structure is badly deteriorated. He stated that the vault structure is unsafe and in danger of collapse, putting the City sidewalk at risk.
- Mr. DeStefano was retained by the Property Management company for the Haviland Arms Condominium Association at 90 – 92 Washington Street and has designed a proposed repair to remedy this situation and they are in the process of hiring a contractor to do the work.
- Based upon what was observed at 90 – 92 Washington Street, the Chief Building Official and I were able to access several of the other basements in the buildings on the south side of Washington Street between 88 Washington Street and 2 South Main Street on November 1, 2017 and observed the same type of deteriorated iron framing and concrete in the vault structures under the City sidewalk.
- Mr. DeStefano has provided me with a proposal for structural engineering services on an hourly rate basis to perform the following.

- Inspect the deteriorated vaults beneath the sidewalks on the remainder of the south side and all of the north side of Washington Street where they exist.
 - Evaluate the extent of damage and condition of the structures.
 - Recommend appropriate remedial work.
- I am in the process of putting the property owners on notice of the situation in writing and making arrangements to gain access to the remaining basements as soon as possible to do the required inspections with Mr. DeStefano.
- Once we have received the recommendations from Mr. DeStefano, the City will take the appropriate course of action.

I have attached several pictures of what was found in the buildings that I have been able to enter to date.

If you have any questions, please do not hesitate to contact me.