



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, November 1, 2022

TIME: 7:00 P.M.

PLACE: By Video Conference and Teleconference

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at: norwalkct.org/meetings

-  Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.
-  Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.
-  Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.
-  Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Monique Cipriano at mcipriano@norwalkct.org to provide written public comment prior to the meeting.

AGENDA

Roll Call

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 4, 2022.
2. Re-Authorize the Mayor, Harry W. Rilling to execute the Agreement for Use of Municipal Public Property, Temporary Work Area Agreement, Side Letter Agreement, and any and all other documents with Eversource necessary and for the purpose of providing Eversource with rights to underground its electrical transmission and distribution lines at the Norwalk Police Station and Veterans Park in connection with the Walkbridge Project and the City's compensation for such rights, per the enclosed Memorandum of Vanessa Valadares dated October 26, 2022.

3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Frontier Communications Parent, Inc. for the East Avenue Advanced Utility Project No. 0301-0515NP for an amount not to exceed \$550,000.00.
Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234
4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Windstream Communications Inc. for the East Avenue Advanced Utility Project No. 0301-0515NP for an amount not to exceed \$5,000.00.
Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234
5. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Crown Castle International for the East Avenue Advanced Utility Project No. 0301-0515NP for an amount not to exceed \$170,000.00
Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234
6. Authorize the purchasing agent to authorize a sole source purchase order to Cargill Salt for treated road salt for snow and ice control, pricing not to exceed \$108.00 per ton for normal and after hour deliveries effective for the 2022-23 snow season.
Account No. 01 40 25 5322

Information / Discussion

- A. Snowplowing Name Contest – <https://www.surveymonkey.com/r/YL8HY2S>
- B. Tree Operations and Programming
- C. Monthly Solid Waste Report – September 2022
- D. Food Scrap Drop-Off Report – September 2022
- E. Current / Upcoming Projects Status
 1. Construction
 - DRG2019-1 Dreamy Hollow Storm Drainage Improvements
 - PM2021-1 Pavement Management Program
 - RD2020-1 Concrete Curbs and Sidewalks
 - RD2021-2 Concrete Curbs and Sidewalks
 - DRG2020-1 On-Call Drainage

- RNP2022-2 Calf Pasture Beach Parking and Green Infrastructure Improvements
 - BR2021-1 Emergency Replacement of Rowayton Avenue Bridge over Keelers Brook
 - State of CT DOT Projects at Various Locations
2. Advertised for Bids / Pending Contract
- BR022-1 Rehabilitation of Bonnybrook Road over Holy Ghost Fathers Brook and Cannon Street over Betts Pond Brook – due 9/28/22
3. Design
- Project 102-366 West Cedar Street over Five Mile River
 - Storm Drainage Evaluation at Selected Locations
 - DRG2022-1 Lockwood Lane and Heather Lane Storm Drainage
 - Chatham Drive and Cossitt Road Storm Drainage
 - Veterans Park Visitor Dock Replacement

Adjournment:

Next Meeting:

Tuesday, December 6, 2022
Public Works Committee
7:00 P.M. Location TBD



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

**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
OCTOBER 4, 2022**

ATTENDANCE: Barbara Smyth, Chairwoman; Tom Livingston; Darlene Young; Dominique Johnson; Nore Niedzielski-Eichner; Bryan Meek

STAFF: Vanessa Valadares, Interim Chief of Operations and Public Works/Principal Engineer; Chris Torre, Superintendent of Operations; Paul Sotnik, Senior Civil Engineer; Drew Berndlmaier, Senior Civil Engineer; Daniel Stanton, Senior Civil Engineer; Michael Yeosock, Principal Engineer; Greg Pacelli, Transportation Planner

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at: norwalkct.org/meetings



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.



Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Monique Cipriano at to provide written public comment prior to the meeting.

Chairwoman Smyth called the meeting to order at 7:02p.m.

ROLL CALL

Chairwoman Smyth called the Roll: Tom Livingston Darlene Young Dominique Johnson
Nora Niedzielski-Eichner Bryan Meek Barbara Smyth

At Roll Call there were six (6) Committee members present, Lisa Shanahan was absent. A quorum was present.

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.)

Diane Lauricella stated her name for the record. She spoke about various waste streams and the goal in Connecticut to keep those numbers down. She urged the council to allow her and the members of the Zero Waste Coalition to meet with them and help with the pre-interviews for the waste and recycling coordinator. She would like them to invoke a blue-ribbon panel on recycling and reuse. She wants to optimize the city's programs with more education.

Tanner Thompson stated his name for the record. He is the Chair of Norwalk's Bike Walk Advisory Commission. He spoke about the item regarding signage for the Connecticut Community Connectivity Grant and his support of it. He urged the Common Council to include bicycles in their electric car plans. He said they are a much more affordable option and outsell electric cars 2 to 1. He mentioned the State is offering a \$500 rebate to those who meet the income requirements toward the purchase of an electric bike.

Chairwoman Smyth closed public input at 7:09p.m.

NEW BUSINESS

1. APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, SEPTEMBER 6, 2022.

There was no report on this item.

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

****MOTION PASSED UNANIMOUSLY**

2. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO C.N. WOOD ENVIRO, LLC FOR THE PURCHASE OF ONE (1) PELICAN NP THREE-WHEEL BROOM STREET SWEEPER FOR A SUM NOT TO EXCEED \$275,345.00.

ACCOUNT NO. 09 23 4031 5777 C0313

Mr. Torre explained how the sweeper works. This sweeper comes with cameras all around it. Mr. Torre said the last sweeper was purchased six (6) years ago. He said in their five (5) year master plan for fleet, they will request one (1) this year, one (1) next year and one (1) the year after.

Mr. Meek asked about electrical vehicles.

Ms. Valadares stated they have a plan for the electrical vehicles. She said right now they are not compatible for bigger equipment trucks like the sweeper.

Mr. Torre replied that the electrical sweepers often times can only run half a day without recharging and the extra batteries cost approximately \$10,000 each with half of the capacity of the pelican sweepers.

****MS. NIEDZIELSKI-EICHNER MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

3. **AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO TOTAL FENCE LLC – STATE CONTRACT 18PSX0147 FOR THE SUPPLY AND INSTALLATION OF ABOUT 165 LF OF MERRITT PARKWAY GUIDERAIL ON AIKEN ST. FOR A SUM NOT TO EXCEED \$25,790.00.**

ACCOUNT NO. 09 23 4021 5777 C0021
09 22 4120 5777 C0581

Ms. Valadares reported on this. She said there have been many accidents occurring in that area. They want to put up a guardrail to help prevent accidents. She said it is a combined project with TMP. They discussed the location of the guardrail and its measurements that would be installed on the City's ROW.

****MR. LIVINGSTON MOVED THE ITEM**
****MOTION PASSED UNANIMOUSLY**

Chairwoman Smyth read items 4a. & 4b. together.

- 4a. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH THE NY-CONN CORPORATION FOR STATE PROJECT 102-364 WEST AVENUE TRAFFIC SIGNAL SYSTEM UPGRADE, FAP 1102-124 FOR AN AMOUNT NOT TO EXCEED \$870,914.00.**

ACCOUNT NO. FHWA LRARP GRANT (90%)
09 22 4120 5777 C0232
09 23 4120 5777 C0232

- 4b. **AUTHORIZE THE DIRECTOR OF TRANSPORTATION, MOBILITY AND PARKING, TO EXECUTE ORDERS ON CONTRACT WITH THE NY-CONN CORPORATION FOR STATE PROJECT 102-364 WEST AVENUE TRAFFIC SIGNAL SYSTEM UPGRADE, FAP 1102-124 FOR AN AMOUNT NOT TO EXCEED \$87,091.**

ACCOUNT NO. FHWA LRARP GRANT (90%)
09 22 4120 5777 C0232
09 23 4120 5777 C0232

Mr. Yeosock reported on this. He gave a brief description of the project. It is 90% State Funded with a 10% City match. A discussion ensued about if this work was done already and how far south does it go. There is a total of six (6) intersections; West Avenue at Maple Street, West Avenue at Elm Street, West Avenue at Leonard Street, West Avenue at Wall Street and Belden Avenue at Burnell. The whole corridor will be adaptive.

****MS. NIEDZIELSKI-EICHNER MOVED THE ITEM**
****MOTION PASSED UNANIMOUSLY**

5. **AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO GABRIELLI TRUCK SALES OF MILFORD FOR THE PURCHASE OF ONE (1) 2023 MACK GR42F PLOW TRUCK NOT TO EXCEED \$265,043.00.**

ACCOUNT NO. 09 22 4031 5777 C0313

Mr. Torre gave a brief explanation about the purchase. He answered all questions.

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

****MOTION PASSED UNANIMOUSLY**

6. **AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO GABRIELLI TRUCK SALES OF MILFORD FOR THE PURCHASE OF ONE (1) 2024 MACK GR42F PLOW TRUCK NOT TO EXCEED \$290,801.00.**

ACCOUNT NO. 09 22 4031 5777 C0313
 09 23 4031 5777 C0313

There was no report on this item.

****MS. NIEDZIELSKI-EICHNER MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

Chairwoman Smyth read items 7a. and 7b. together.

- 7a. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH A. VITTI EXCAVATORS, LLC FOR PROJECT BR2022-1 (SITE 1 AND SITE 2) – BONNYBROOK ROAD OVER HOLY GHOST FATHERS BROOK (SITE 1) AND CANNON STREET OVER BETTS POND BROOK (SITE 2), FOR A SUM NOT TO EXCEED \$654,365.00.**

ACCOUNT NO. 09 21 4021 5777 C0315
 09 22 4021 5777 C0315
 09 23 4021 5777 C0315
 09 19 4021 5777 C0617
 09 20 4021 5777 C0617
 09 21 4021 5777 C0617
 09 22 4021 5777 C0617
 09 23 4021 5777 C0617
 09 21 4021 5777 C0440

- 7b. **AUTHORIZE THE INTERIM CHIEF OF OPERATIONS AND PUBLIC WORKS TO EXECUTE ORDERS ON THE CONTRACT WITH A. VITTI EXCAVATORS, LLC FOR PROJECT BR2022-1 (SITE 1 AND SITE 2) – BONNYBROOK ROAD OVER HOLY GHOST FATHERS BROOK (SITE 1) AND CANNON STREET OVER BETTS POND BROOK (SITE 2), FOR A SUM NOT TO EXCEED \$65,436.50.**

ACCOUNT NO. 09 21 4021 5777 C0315
 09 22 4021 5777 C0315
 09 23 4021 5777 C0315
 09 19 4021 5777 C0617
 09 20 4021 5777 C0617
 09 21 4021 5777 C0617
 09 22 4021 5777 C0617
 09 23 4021 5777 C0617
 09 21 4021 5777 C0440

Ms. Valadares explained the project. She said the project was designed last year and this year will be the construction. The bids were significantly higher than the engineers estimate due to the price of materials.

****MR. LIVINGSTON MOVED THE ITEM**
****MOTION PASSED UNANIMOUSLY**

Chairwoman Smyth read items 8a. and 8b. together.

- 8a. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A SECOND AMENDMENT TO THE ORIGINAL SEPTEMBER 8, 2020 AGREEMENT BETWEEN THE CITY OF NORWALK AND M. RONDANO, INC. FOR PROJECT DRG 2020-1 ON-CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$1,052,138.80.**

ACCOUNT NO.	134010 5796 APW05
	09 20 4062 5777 C0361
	09 22 4027 5777 C0302
	09 22 4021 5777 C0021
	09 23 4021 5777 C0021
	09 20 4027 5777 C0643
	09 21 4027 5777 C0643
	09 22 4027 5777 C0643
	09 23 4021 5777 C0315
	09 23 7100 5777 C0583
	09 21 4021 5777 C0440
	09 22 4021 5777 C0440

- 8b. AUTHORIZE THE INTERIM CHIEF OF OPERATIONS AND PUBLIC WORKS, TO EXECUTE ORDERS ON THE CONTRACT WITH M. RONDANO, INC. FOR PROJECT DRG 2020-1 ON-CALL DRAINAGE IMPROVEMENTS FOR A SUM NOT TO EXCEED \$105,213.78.**

ACCOUNT NO.	134010 5796 APW05
	09 20 4062 5777 C0361
	09 22 4027 5777 C0302
	09 23 4021 5777 C0302
	09 22 4021 5777 C0021
	09 23 4021 5777 C0021
	09 20 4027 5777 C0643
	09 21 4027 5777 C0643
	09 22 4027 5777 C0643
	09 23 4021 5777 C0315
	09 23 7100 5777 C0583
	09 21 4021 5777 C0440
	09 22 4021 5777 C0440

Ms. Valadares described the project. A discussion ensued about the funding. Part of the funding will be with ARPA funds. They are using the ARPA funding to do the work. Some of the work is related to WPCA regarding sewer and drainage and WPCA funding will be used as well.

****MS. NIEDZIELSKI-EICHNER MOVED THE ITEM**
****MOTION PASSED UNANIMOUSLY**

9. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A 2ND AMENDMENT TO THE SEPTEMBER 8, 2020 AGREEMENT BETWEEN THE CITY OF NORWALK AND AHNEMAN KIRBY, LLC. FOR PROJECT NO. 4048 ON-CALL SURVEYING SERVICES FOR A SUM NOT TO EXCEED \$150,000.00.**

ACCOUNT NO. 09 21 4021 5777 C0302
 09 22 4021 5777 C0302
 09 21 4021 5777 C0315
 09 22 4021 5777 C0315
 09 23 4021 5777 C0315
 09 21 6030 5777 C0365
 09 22 6030 5777 C0365
 09 23 6030 5777 C0365
 09 21 4021 5777 C0318
 09 22 4021 5777 C0318
 09 20 4021 5777 C0643
 09 21 6030 5777 C0643
 09 22 4021 5777 C0643
 09 23 7100 5777 C0583
 09 20 4021 5777 C0021
 09 21 4021 5777 C0021
 09 22 4021 5777 C0021
 09 23 4021 5777 C0021
 01 40 30 5258

Ms. Valadares reported on this. This is the second-year option extension. They do not have a surveyor in the office due to retirement, so they are using this company. They pay on an hourly rate and the company has asked for a 10% increase on the hourly rate. Their priorities will not change.

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

Chairwoman Smyth read items 10a. & 10b. together.

- 10a. **AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH K5 CORPORATION FOR PROJECT TMP 2022-3 FURNISHING AND INSTALLING TRAFFIC SIGNS – CT COMMUNITY CONNECTIVITY GRANT, FOR AN AMOUNT NOT TO EXCEED \$47,600.00.**

ACCOUNT NO. 363751 5258 G0017

- 10b. **AUTHORIZE THE DIRECTOR OF TRANSPORTATION, MOBILITY AND PARKING, TO EXECUTE ORDERS ON CONTRACT WITH K5 CORPORATION FOR PROJECT TMP 2022-3 FURNISHING AND INSTALLING TRAFFIC SIGNS – CT COMMUNITY CONNECTIVITY GRANT, FOR AN AMOUNT NOT TO EXCEED \$4,760.00.**

ACCOUNT NO. 363751 5258 G0017

Ms. Valadares stated that this is for the bike routes. She gave them the routes.

Mr. Pacelli gave a brief background. The bike route is about 17 ½ lane miles. It will be the longest in the state. 100% state funded project and the funds have been received. They received

the notice to proceed by ConnDOT and hoping to get the signs installed and the striping done for the project over the next year.

****MR. LIVINGSTON MOVED THE ITEM**
****MOTION PASSED UNANIMOUSLY**

Chairwoman Smyth read items 11a. & 11b. together.

- 11a. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A 1ST AMENDMENT TO THE SEPTEMBER 8, 2020 AGREEMENT BETWEEN THE CITY OF NORWALK AND SAFETY MARKINGS, INC. FOR PROJECT TMP2020-2 PROPOSED PAVEMENT MARKING, SYMBOLS AND LEGENDS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$71,494.50.**

ACCOUNT NO. 363751 5345 G0017

- 11b. AUTHORIZE THE DIRECTOR OF TRANSPORTATION, MOBILITY AND PARKING, TO EXECUTE A 1ST AMENDMENT TO THE SEPTEMBER 8, 2020 AGREEMENT BETWEEN THE CITY OF NORWALK AND SAFETY MARKINGS, INC. FOR PROJECT TMP2020-2 PROPOSED PAVEMENT MARKING, SYMBOLS AND LEGENDS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$7,149.45.**

ACCOUNT NO. 363751 5345 G0017

Mr. Pacelli explained the project. Safety Markings will complete the striping for the bike lanes.

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

INFORMATION / DISCUSSION

A. ELECTRIC/HYBRID VEHICLE PLAN

Ms. Valadares reported on this. A discussion ensued about future plans with the electric/hybrid vehicle plan.

B. TREE OPERATIONS AND PROGRAMMING

Mr. Sotnik gave an update on their tree planting events. Mr. Torre reported on tree removals.

C. MONTHLY SOLID WASTE REPORT – AUGUST 2022

Mr. Torre reported on this.

D. FOOD SCRAP DROP-OFF REPORT – AUGUST 2022

Mr. Torre reported on this.

E. CURRENT / UPCOMING PROJECTS STATUS

1. CONSTRUCTION

- DRG2019-1 DREAMY HOLLOW STORM DRAINAGE IMPROVEMENTS
- PM2021-1 PAVEMENT MANAGEMENT PROGRAM

- RD2020-1 CONCRETE CURBS AND SIDEWALKS
 - RD2021-2 CONCRETE CURBS AND SIDEWALKS
 - DRG2020-1 ON-CALL DRAINAGE
 - RNP2022-2 CALF PASTURE BEACH PARKING AND GREEN INFRASTRUCTURE IMPROVEMENTS
 - BR2021-1 EMERGENCY REPLACEMENT OF ROWAYTON AVENUE BRIDGE OVER KEELERS BROOK
 - STATE OF CT DOT PROJECTS AT VARIOUS LOCATIONS
- 2. ADVERTISED FOR BIDS / PENDING CONTRACT**
- BR022-1 REHABILITATION OF BONNYBROOK ROAD OVER HOLY GHOST FATHERS BROOK AND CANNON STREET OVER BETTS POND BROOK – DUE 9/28/22
- 3. DESIGN**
- PROJECT 102-366 WEST CEDAR STREET OVER FIVE MILE RIVER
 - STORM DRAINAGE EVALUATION AT SELECTED LOCATIONS
 - DRG2022-1 LOCKWOOD LANE AND HEATHER LANE STORM DRAINAGE
 - CHATHAM DRIVE AND COSSITT ROAD STORM DRAINAGE
 - VETERANS PARK VISITOR DOCK REPLACEMENT

The Senior Civil Engineers each reported on their current projects status and answered all questions asked by the Committee.

ADJOURNMENT: Ms. Niedzielski-Eichner moved to adjourn.
 Motion passed unanimously.
 Meeting adjourned at 8:48p.m.

NEXT MEETING: **TUESDAY, NOVEMBER 1, 2022**
PUBLIC WORKS COMMITTEE
7:00 P.M. LOCATION TBD

MEMORANDUM

TO: Member of the Commons Council
Members of the Public Works Committee
Members of the Planning Commission
Mayor Harry W. Rilling

FROM: Vanessa Valadares, Interim Chief of Public Works and Operations

CC: Mario F. Coppola, Corporation Counsel
Darin L. Callahan, Assistant Corporation Counsel

DATE: October 26, 2022

RE: Eversource Easements

.....

Dear Members and Mayor:

On September 13, 2021, at a Joint Special Meeting of the Public Works Committee and Planning Commission, followed by a meeting of the Common Council on September 28, 2021, the City, acting through its legislative process, approved certain permanent and temporary easements at the Police Station and Veterans Park and compensation to be paid for such rights in connection with a plan to have Eversources re-route its electrical lines off the railway and underground for purposes of the Walkbridge Project. This was done to avoid Eversource from re-routing the line *overhead* through South Norwalk.

The Approvals as well as the Memorandum issued by the Law Department can be found in the Meeting Minutes as the following links:

See PWC/PC Minutes at Pages 1-53 at the following link:

<https://www.norwalkct.org/ArchiveCenter/ViewFile/Item/17669>

See CC Minutes at Pages 2, 62-122 at the following link:

<https://www.norwalkct.org/ArchiveCenter/ViewFile/Item/17728>

Subsequent to this approval, it has become necessary for Eversource to revise the route by which the electrical lines would pass under the Norwalk River, and as a result, the path the lines need to take through Veterans Park. This in turn effects the footprint of the permanent and temporary easements through Veterans Park. Attached as Exhibit 1-A is the Veterans Park easement map at the time of the approval. Attached as Exhibit 1-B is the proposed new Veterans Park easement map. In consideration for approving this new route, Eversource has agreed to increase its compensation to the City. Specifically, Eversource has agree to increase its compensation to the

City from \$404,000.00 to \$ 452,000.00 and its compensation to the Norwalk Harbor Commission from \$25,000.00 to \$50,000.00, and further, to provide additional compensation to the Norwalk Shell Fish Commission in the amount of \$10,000.00.

I am providing for your consideration the following action item approving the easements as compensation revised as set forth above:

Re-Authorize the Mayor, Harry W. Rilling to execute the Agreement for Use of Municipal Public Property, Temporary Work Area Agreement, Side Letter Agreement, and any and all other documents with Eversource necessary and for the purpose of providing Eversource with rights to underground its electrical transmission and distribution lines at the Norwalk Police Station and Veterans Park in connection with the Walkbridge Project and the City's compensation for such rights, per the enclosed Memorandum of Vanessa Valadares dated October 26, 2022.

EXHIBIT 1-A

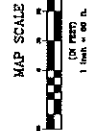
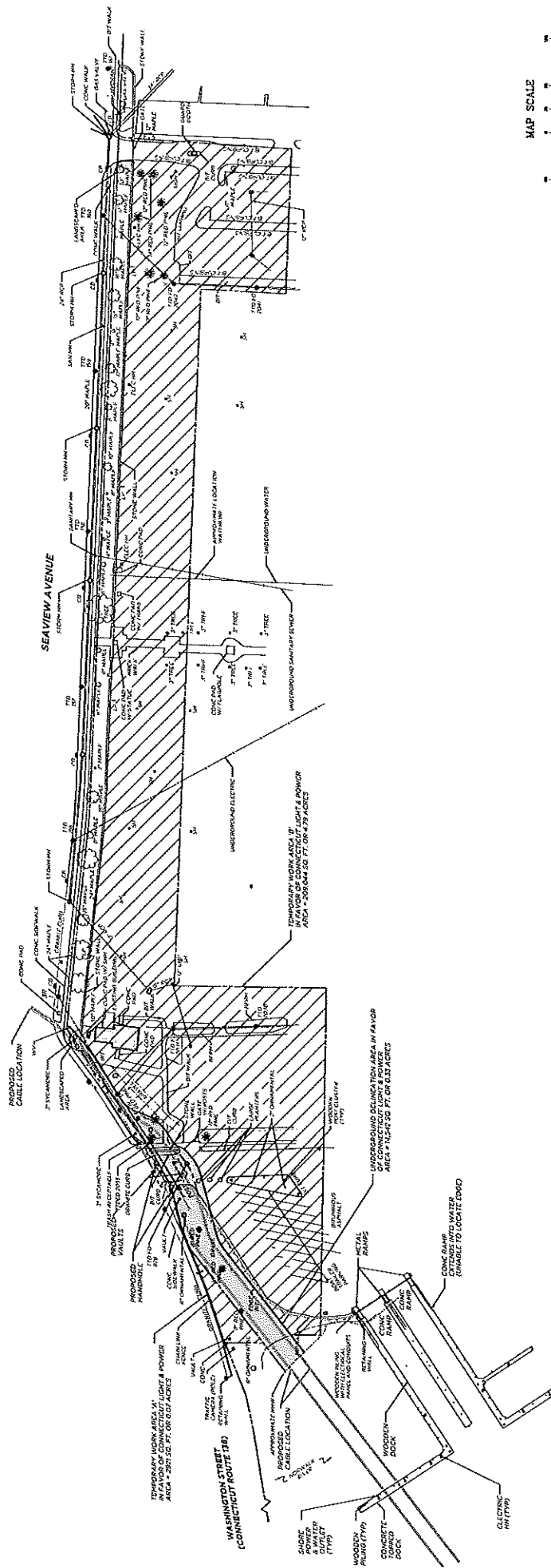
MAP REFERENCES :

1. TOWN OF NORWALK-MAP SHOWING LAND TO BE ACQUIRED FOR THE CONSTRUCTION OF THE NEW BRIDGE OVER THE CONNECTICUT RIVER, 1968 (REVISED THROUGH 12-7-70). SCALE: 1" = 400'. DATED: OCT. 1968. REVISED THROUGH 12-7-70. BY: CONNECTICUT DEPARTMENT OF TRANSPORTATION.
2. NORWALK MAP SHOWING THE LOCATION OF A SECTION OF THE CONNECTICUT RIVER, 1968 (REVISED THROUGH 4-1-71). SCALE: 1" = 400'. DATED: 1968. REVISED THROUGH 4-1-71. BY: CONNECTICUT DEPARTMENT OF TRANSPORTATION.
3. NORWALK MAP SHOWING THE LOCATION OF A SECTION OF THE CONNECTICUT RIVER, 1968 (REVISED THROUGH 11-22-71). SCALE: 1" = 400'. DATED: 1968. REVISED THROUGH 11-22-71. BY: CONNECTICUT DEPARTMENT OF TRANSPORTATION.
4. NORWALK MAP SHOWING THE LOCATION OF A SECTION OF THE CONNECTICUT RIVER, 1968 (REVISED THROUGH 11-22-71). SCALE: 1" = 400'. DATED: 1968. REVISED THROUGH 11-22-71. BY: CONNECTICUT DEPARTMENT OF TRANSPORTATION.
5. VETERANS MEMORIAL PARK, NORWALK, CONNECTICUT TOPOGRAPHIC MAP, 1967. DATED: 11/17/67. BY: GRUMAN ENGINEERING ASSOCIATES.
6. VETERANS MEMORIAL PARK, NORWALK, CONNECTICUT TOPOGRAPHIC MAP, 1967. DATED: 11/17/67. BY: GRUMAN ENGINEERING ASSOCIATES.

NOTES :

1. BEARING, COORDINATES AND ELEVATIONS SHOWN ARE BASED UPON THE 1983 ADJUSTED MEAN SEA LEVEL DATUM.
2. FIELD SURVEY WAS CONDUCTED BY ANCHOR ENGINEERING SERVICES, INC. IN AUGUST, SEPTEMBER, OCTOBER 2017 & MAY 2018.
3. NOVA SOUTH NORWALK, CT STATION 846848 PROVIDED DATA FOR DETERMINING NEW AND OLD AS SHOWN IN SURVEY.
4. UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS DEPICTED ON THIS MAP ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. LOCATIONS MUST BE CONSIDERED APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE. THE EXISTENCE OF WHICH HAS NOT BEEN DETERMINED BY THE SURVEY. THE EXISTENCE OF WHICH AND COORDINATES OF ALL SUCH FEATURES MUST BE FIELD DETERMINED AND SHOWN PRIOR TO CONSTRUCTION.

CALL BEFORE YOU DIG: 1-800-4-A-DIG



PRELIMINARY

EVERSOURCE
ENERGY

DATA ACQUISITION PLAN
DELINEATION AND WORK AREAS OVER LAND OF
CITY OF NORWALK

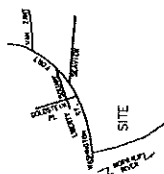
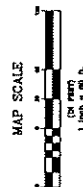
NO.	10 SEAVIEW AVENUE, NORWALK, CT
DATE	10/18/18
BY	10/18/18
CHKD	10/18/18
APP'D	10/18/18
DATE	10/18/18
BY	10/18/18
CHKD	10/18/18
APP'D	10/18/18
DATE	10/18/18
BY	10/18/18
CHKD	10/18/18
APP'D	10/18/18

THIS SURVEY AND MAP WAS PREPARED BY EVERSOURCE ENERGY IN ACCORDANCE WITH SECTION 36-2-1 OF THE CONSTITUTION OF THE STATE OF CONNECTICUT AND THE REGULATIONS OF THE STATE OF CONNECTICUT AS APPLICABLE TO THE STATE OF CONNECTICUT. THE DATA ACQUISITION PLAN DELINEATION AND WORK AREAS ARE BASED ON THE DATA ACQUISITION PLAN DELINEATION AND WORK AREAS ABOVE.

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS SHOWN.

NORWALK, CT, 10/18/18
ANY ORIGINAL OR DUPLICATE OF THIS MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE OF THE SURVEYOR AND THE DATE OF THE SURVEY. NO OTHER SIGNATURE OR DATE SHALL BE VALID.

EXHIBIT 1-B

LOCUS MAP
NTS

PRELIMINARY
8-16-22

EVERSOURCE
ENERGY

USE AREA PLAN
DEPICTING USE AREAS OVER LAND OF
CITY OF NORWALK

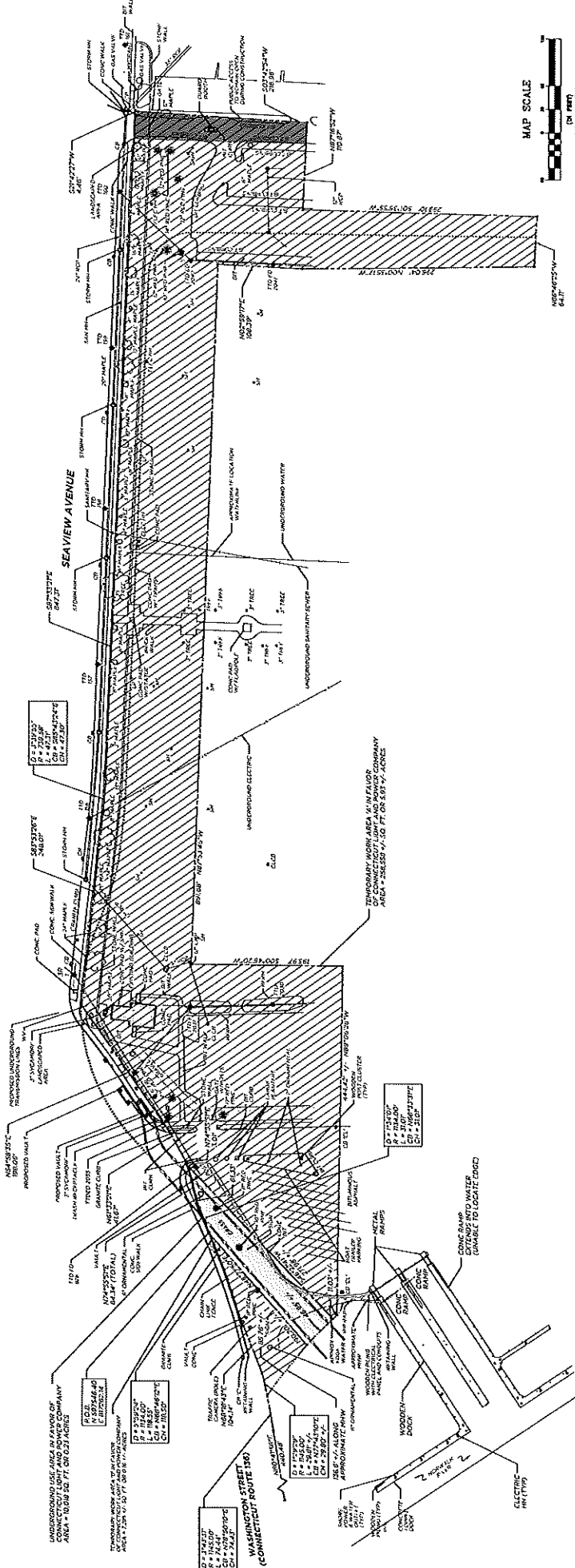
	KST	WCE	BK
08-17-17	DE	10-30-17	BK
9-26-17	ASCH-D	SAP 2 b	
9-26-17	KL	KL	

THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-100-1, 20-100-2, 20-100-3, 20-100-4, 20-100-5, 20-100-6, 20-100-7, 20-100-8, 20-100-9, 20-100-10, 20-100-11, 20-100-12, 20-100-13, 20-100-14, 20-100-15, 20-100-16, 20-100-17, 20-100-18, 20-100-19, 20-100-20, 20-100-21, 20-100-22, 20-100-23, 20-100-24, 20-100-25, 20-100-26, 20-100-27, 20-100-28, 20-100-29, 20-100-30, 20-100-31, 20-100-32, 20-100-33, 20-100-34, 20-100-35, 20-100-36, 20-100-37, 20-100-38, 20-100-39, 20-100-40, 20-100-41, 20-100-42, 20-100-43, 20-100-44, 20-100-45, 20-100-46, 20-100-47, 20-100-48, 20-100-49, 20-100-50, 20-100-51, 20-100-52, 20-100-53, 20-100-54, 20-100-55, 20-100-56, 20-100-57, 20-100-58, 20-100-59, 20-100-60, 20-100-61, 20-100-62, 20-100-63, 20-100-64, 20-100-65, 20-100-66, 20-100-67, 20-100-68, 20-100-69, 20-100-70, 20-100-71, 20-100-72, 20-100-73, 20-100-74, 20-100-75, 20-100-76, 20-100-77, 20-100-78, 20-100-79, 20-100-80, 20-100-81, 20-100-82, 20-100-83, 20-100-84, 20-100-85, 20-100-86, 20-100-87, 20-100-88, 20-100-89, 20-100-90, 20-100-91, 20-100-92, 20-100-93, 20-100-94, 20-100-95, 20-100-96, 20-100-97, 20-100-98, 20-100-99, 20-100-100, 20-100-101, 20-100-102, 20-100-103, 20-100-104, 20-100-105, 20-100-106, 20-100-107, 20-100-108, 20-100-109, 20-100-110, 20-100-111, 20-100-112, 20-100-113, 20-100-114, 20-100-115, 20-100-116, 20-100-117, 20-100-118, 20-100-119, 20-100-120, 20-100-121, 20-100-122, 20-100-123, 20-100-124, 20-100-125, 20-100-126, 20-100-127, 20-100-128, 20-100-129, 20-100-130, 20-100-131, 20-100-132, 20-100-133, 20-100-134, 20-100-135, 20-100-136, 20-100-137, 20-100-138, 20-100-139, 20-100-140, 20-100-141, 20-100-142, 20-100-143, 20-100-144, 20-100-145, 20-100-146, 20-100-147, 20-100-148, 20-100-149, 20-100-150, 20-100-151, 20-100-152, 20-100-153, 20-100-154, 20-100-155, 20-100-156, 20-100-157, 20-100-158, 20-100-159, 20-100-160, 20-100-161, 20-100-162, 20-100-163, 20-100-164, 20-100-165, 20-100-166, 20-100-167, 20-100-168, 20-100-169, 20-100-170, 20-100-171, 20-100-172, 20-100-173, 20-100-174, 20-100-175, 20-100-176, 20-100-177, 20-100-178, 20-100-179, 20-100-180, 20-100-181, 20-100-182, 20-100-183, 20-100-184, 20-100-185, 20-100-186, 20-100-187, 20-100-188, 20-100-189, 20-100-190, 20-100-191, 20-100-192, 20-100-193, 20-100-194, 20-100-195, 20-100-196, 20-100-197, 20-100-198, 20-100-199, 20-100-200, 20-100-201, 20-100-202, 20-100-203, 20-100-204, 20-100-205, 20-100-206, 20-100-207, 20-100-208, 20-100-209, 20-100-210, 20-100-211, 20-100-212, 20-100-213, 20-100-214, 20-100-215, 20-100-216, 20-100-217, 20-100-218, 20-100-219, 20-100-220, 20-100-221, 20-100-222, 20-100-223, 20-100-224, 20-100-225, 20-100-226, 20-100-227, 20-100-228, 20-100-229, 20-100-230, 20-100-231, 20-100-232, 20-100-233, 20-100-234, 20-100-235, 20-100-236, 20-100-237, 20-100-238, 20-100-239, 20-100-240, 20-100-241, 20-100-242, 20-100-243, 20-100-244, 20-100-245, 20-100-246, 20-100-247, 20-100-248, 20-100-249, 20-100-250, 20-100-251, 20-100-252, 20-100-253, 20-100-254, 20-100-255, 20-100-256, 20-100-257, 20-100-258, 20-100-259, 20-100-260, 20-100-261, 20-100-262, 20-100-263, 20-100-264, 20-100-265, 20-100-266, 20-100-267, 20-100-268, 20-100-269, 20-100-270, 20-100-271, 20-100-272, 20-100-273, 20-100-274, 20-100-275, 20-100-276, 20-100-277, 20-100-278, 20-100-279, 20-100-280, 20-100-281, 20-100-282, 20-100-283, 20-100-284, 20-100-285, 20-100-286, 20-100-287, 20-100-288, 20-100-289, 20-100-290, 20-100-291, 20-100-292, 20-100-293, 20-100-294, 20-100-295, 20-100-296, 20-100-297, 20-100-298, 20-100-299, 20-100-300, 20-100-301, 20-100-302, 20-100-303, 20-100-304, 20-100-305, 20-100-306, 20-100-307, 20-100-308, 20-100-309, 20-100-310, 20-100-311, 20-100-312, 20-100-313, 20-100-314, 20-100-315, 20-100-316, 20-100-317, 20-100-318, 20-100-319, 20-100-320, 20-100-321, 20-100-322, 20-100-323, 20-100-324, 20-100-325, 20-100-326, 20-100-327, 20-100-328, 20-100-329, 20-100-330, 20-100-331, 20-100-332, 20-100-333, 20-100-334, 20-100-335, 20-100-336, 20-100-337, 20-100-338, 20-100-339, 20-100-340, 20-100-341, 20-100-342, 20-100-343, 20-100-344, 20-100-345, 20-100-346, 20-100-347, 20-100-348, 20-100-

THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR
CONCLUSIONS OF THE NATIONAL BUREAU OF STANDARDS
AND IS NOT INTENDED TO BE USED FOR LEGAL OR OTHER
OFFICIAL PURPOSES.

MAP REFERENCES :

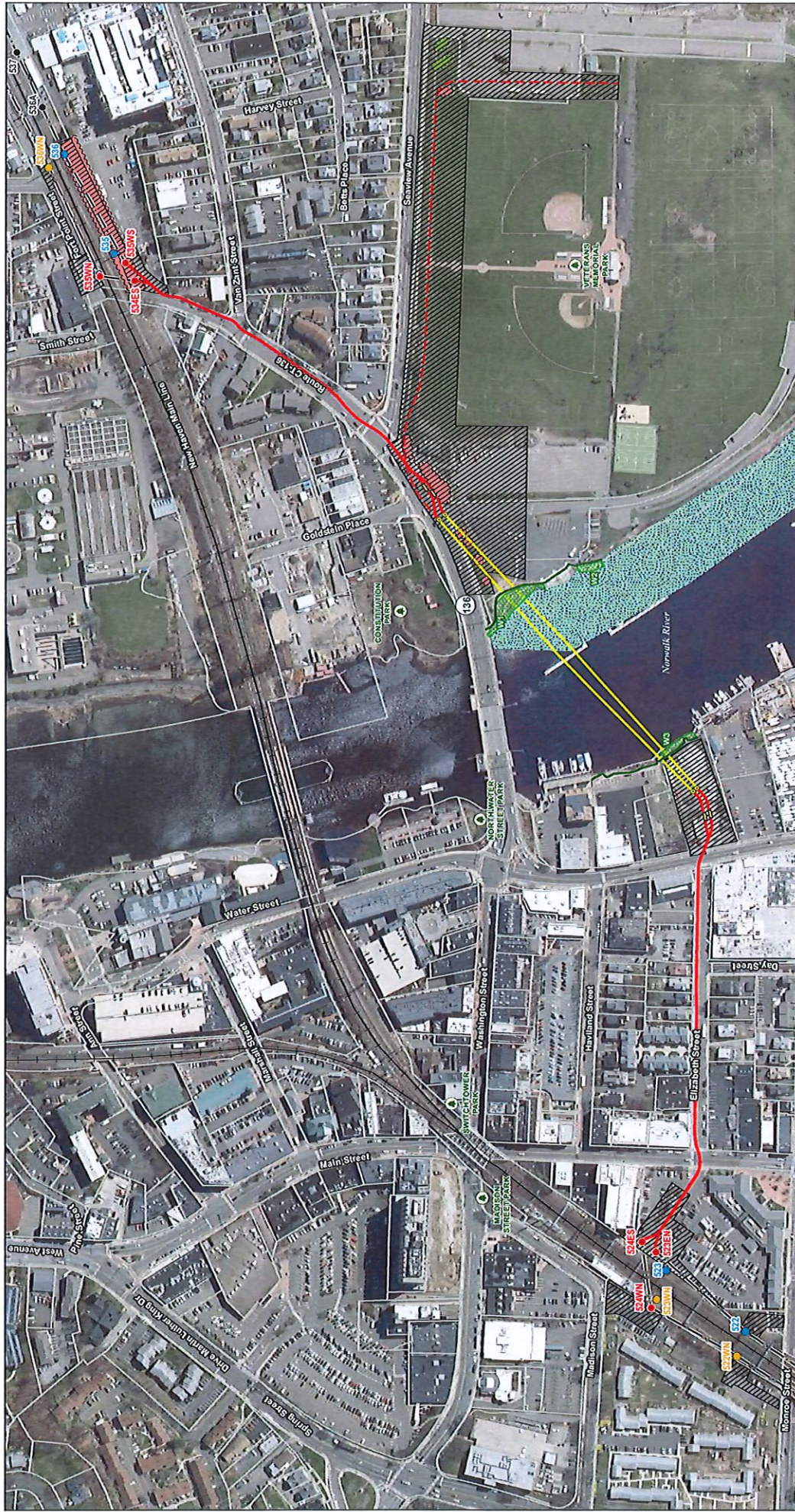
- [illegible]



NO	DATE	REASON
1	04-20-22	REMOVE USED AREAS TO REVEAL UNPAVED CABLE ROUTE
2	05-06-22	REMOVE MATCHING AREAS AND LABELS
3	04-20-22	REMOVE USED AREAS TO REVEAL UNPAVED CABLE ROUTE
4	06-16-22	REMOVE USED AREAS TO REVEAL UNPAVED CABLE ROUTE

LEGEND

- PROPERTY LINE
USE AREA LINE
OVERHEAD WIRE
CATCH BASIN
LIGHTPOLE
UTILITY POLE
GUY WIRE
SIGN
ROADSIDE
TEMPORARY
WORK AREA
REBAR
SPRINKLER



Legend

- Proposed Overhead Structure
- Existing Overhead Structure
- Existing to be Removed
- Existing Eversource Overhead Structure to be Modified
- Railroad Catenary Bonnet to be Modified
- Overhead Eversource Line
- Proposed Underground Eversource Line Route
- Proposed Pipe String
- Proposed Horizontal Directional Drilling (HDD) Eversource Relocation Line Route
- Proposed HDD Entry/Exit
- Proposed HDD Equipment Vault
- Proposed Construction Area
- Proposed Vegetation Removal
- Trees To Remain

- Delineated Tidal Wetland Line
- Tidal Wetland Vegetation
- Intertidal Flats
- Approximate Parcel Boundary
- Park
- Railroad

1 inch = 250 feet

0 125 250 feet

Base Map: CTECO 2019 Aerial Imagery

HDD RELOCATION ROUTE
 EVERSOURCE NORWALK BRIDGE
 TRANSMISSION RELOCATION PROJECT
 CIRCUITS 1028 AND 1146 REROUTE
 NORWALK, CONNECTICUT

EVERSOURCE ENERGY
 ALL-POINTS
 TECHNOLOGY CORPORATION

Date: July, 2022

Arthur DiCesare

From: Main, John <john.r.main@ftr.com>
Sent: Wednesday, September 21, 2022 6:43 AM
To: Arthur DiCesare; Tourgee, James
Cc: Valadares, Vanessa; Barrett, Stephen; Tourgee, James
Subject: RE: East Avenue - Advanced Utilities - Frontier

Arthur,

The information requested by Vanessa for city of Norwalk for a "High level view for budgeting 2023" breaks down as follows at this time:

1. Conduit placement in preparation for the relocation ~ 360,000.00
2. Placement of new cable materials underground/aerial and cut over of network ~140,000.00
3. Removal of poles and cables from aerial ~44,200.00

This represents the high over view request for 2022/2023 budgeting as requested and is not intended to be considered in place of the required estimation procedure which was last provided in August 2021.

We recommend that in order to meet the time line proposed by the City of summer 2023 cut over completion, that the formal conduit estimate request be made and proper procedure followed to meet the time line.

Be well,
John

John Main | TS-ONE, Construction Engineering
203-909-4917 (cell) | 1175 Woodend Rd, Stratford, CT 06615-7338
john.r.main@ftr.com



From: Main, John
Sent: Monday, September 19, 2022 1:06 PM
To: Arthur DiCesare <dicesare@adicesarepc.com>; Tourgee, James <james.tourgee@ftr.com>
Cc: Valadares, Vanessa <VValadares@norwalkct.org>
Subject: RE: East Avenue - Advanced Utilities - Frontier

Arthur,

I was working with our conduit engineer this morning on the requested "High level" Estimated costs for that portion.

We will work to get the numbers to you.

John

From: Arthur DiCesare <dicesare@adicesarepc.com>
Sent: Monday, September 19, 2022 12:50 PM

To: Main, John <john.r.main@ftr.com>; Tourgee, James <james.tourgee@ftr.com>
Cc: Valadares, Vanessa <VValadares@norwalkct.org>
Subject: East Avenue - Advanced Utilities - Frontier

WARNING: External email. Please verify sender before opening attachments or clicking on links.

John / James

We have an upcoming meeting with the CTDOT on Friday, Sept 23.

It would be beneficial if we can receive the cost estimate for Frontier's effort by 9-22-22.

Very truly yours,
Arthur DiCesare, P.E.
A.DiCesare Associates,P.C.
phone: 203-696-0444
email: dicesare@adicesarepc.com
website: <http://adicesarepc.com/>

ADA

A. DiCesare Associates P.C.

This communication is confidential. Frontier only sends and receives email on the basis of the terms set out at http://www.frontier.com/email_disclaimer.

Arthur DiCesare

From: Halas, Frank <Frank.Halas@windstream.com>
Sent: Wednesday, October 12, 2022 1:46 PM
To: Arthur DiCesare
Cc: Valadares, Vanessa
Subject: RE: East Avenue Advanced Utility Project No. 0301-0515NP - WINDSTREAM

Yes, you asked for an estimate and an approximate schedule, I was waiting for their timeline. Here is the cost estimate:
\$4,350.50

Sensitivity: Internal

From: Arthur DiCesare <dicesare@adicesarepc.com>
Sent: Wednesday, October 12, 2022 9:28 AM
To: Halas, Frank <Frank.Halas@windstream.com>
Cc: Valadares, Vanessa <VValadares@norwalkct.org>
Subject: RE: East Avenue Advanced Utility Project No. 0301-0515NP - WINDSTREAM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Frank
I am not in receipt of the promised cost estimate.

Very truly yours,
Arthur DiCesare, P.E.
A.DiCesare Associates,P.C.
phone: 203-696-0444
email: dicesare@adicesarepc.com
website: <http://adicesarepc.com/>

ADA

A. DiCesare Associates P.C.

From: Arthur DiCesare <dicesare@adicesarepc.com>
Sent: Wednesday, August 31, 2022 7:16 AM
To: Halas, Frank <Frank.Halas@windstream.com>; bob Schupp <bschupp@schupps.com>
Subject: Re: East Avenue Advanced Utility Project No. 0301-0515NP - WINDSTREAM

Please see below

Sent from Art DiCesare
Cell Number 203-216-7175
Office 203-696-0444

On Aug 29, 2022, at 9:46 AM, Arthur DiCesare <dicesare@adicesarepc.com> wrote:

Frank / Bob

Who should we speak with regarding the work effort & cost to furnish & pull Windstream cable along East Avenue ?

Very truly yours,
Arthur DiCesare, P.E.
A.DiCesare Associates,P.C.
phone: 203-696-0444
email: dicesare@adicesarepc.com
website: <http://adicesarepc.com/>



Crown Castle Fiber LLC
Construction Estimate -Aerial to UG Relocation-East Ave

Dated: 9/15/2022
Quote: WO40135

Norwalk, CT

1. New Permanent Facilities

NORWALK-EAST AVE-CONSTRUCTION ESTIMATE

CCF's work will consist of replacing multiple cables due to City of Norwalk request.

Placing cables, splicing and removal of old strand and cables.

Reimbursement is 100%

2. Remove Existing Facilities

3. Temporary Facilities (if not applicable, indicate so)

None.

SUMMARY OF ESTIMATE

<u>Item</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
1	Estimated cost of new facilities	169,952.80	
2	Estimated cost of relocating or removal of existing facilities	-	
3	Estimate of temporary facilities	-	
4	Gross estimated cost of new facilities		169,952.80
9	Net estimated cost of new facilities		169,952.80
10	Contingencies (10% of line 4)		-
11	Total net estimated cost of new facilities		169,952.80
12	Estimated equitable share to be borne by customer		169,952.80
13	Difference to be borne by the company		-

Crown Castle Fiber LLC
Construction Estimate -Aerial to UG Relocation-East Ave

Dated: 9/15/2022
Quote: WO40135

Norwalk, CT

DETAIL OF ESTIMATE

1. Estimated cost of new facilities	
Labor and overhead costs	7,668.00
Materials and handling	18,370.80
Permits fees	-
Police escort	-
Subcontract costs	143,914.00
	<u>169,952.80</u>
2. Estimated cost of relocating or removal of existing facilities	
Labor and overhead costs	
Materials	
Permits fees	-
Police escort	-
Subcontract costs	-
	<u>-</u>
3. Estimate of temporary facilities	
	none
4. Gross estimated cost of new facilities	
	<u>169,952.80</u>

	<u>Units</u>	<u>Rate</u>	<u>Total Cost</u>
1. Estimated cost of new facilities			
Subcontract Costs			
Police Escort - Strand Installation		800	-
Police Escort - Fiber Installation and Splicing	25	800	20,000.00
Police Escort - DeLash/Relash, Wreckout	5	800	4,000.00
Strand Installation - Aerial		1.00	-
Fiber Installation - Aerial	3,900	1.00	3,900.00
Splicing (per fiber)	1,404	31.00	43,524.00
Testing (per hour)	4	200.00	800.00
Set up Charge (# splices)		350	-
New Enclosure Charge (# splices)	10	1,850	18,500.00
Old Enclosure Charge/Cable Add Charge (# splices)		500	-
Fiber/ID Installation in Conduit -Subcontract-Cable (feet)	7,600	1.50	11,400.00
Fiber/ID Installation in Conduit - Rod & Rope (feet)	7,600	2.00	15,200.00
Fiber/ID Installation in Conduit - 3 Cell Maxwell (feet)	3,200	5.50	17,600.00
Breakout conduit/move slack/shift risers		600.00	-
Delash/Relash (feet)	2,400	1.35	3,240.00
Shift Poles		133.00	-
Wreckout (feet)	4,600	1.25	5,750.00
Conduit + Manhole Placement			-
			<u>143,914.00</u>
2. Estimated cost of relocating or removal of existing facilities			
Subcontract Costs			
			<u>-</u>



Salt, Road Safety
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Friday, October 28, 2022

Billing Information		Shipping Information	*Contact Information	
Account Number	1500028673	2500027733	Attn:	VALUED CUSTOMER
Name	CITY OF NORWALK	CITY OF NORWALK	Title	
Address 1	125 EAST AVE	15 S SMITH ST	Phone	
P O Box			Fax	
City State Zip	NORWALK, CT 06851-5702	NORWALK, CT 06855-1017	Mobile	
County	FAIRFIELD		e-mail	
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.				

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2022/2023 season.

Price Basis Per Ton

Product	DELIVERY	Estimated Tons	Terminal
CLEARLANE ENHANCED DEICER	\$108	3500	MT MARION
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS –

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from October 28, 2022 through April 30, 2023. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2022, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

Payment Terms	NET 30	Credit Limit	N/A
---------------	--------	--------------	-----

Payment terms & credit limits are subject to change.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Salt, Road Safety Sara Cope Senior Sales Analyst Sara_Cope@cargill.com 800-600-7258 - p 952-404-8491 - f	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto

Pg 1 of 2

6



Deicing Technology Business
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.

Billing Information		Shipping Information	
Name:			
DBA (if applicable)			
Address 1			
Address 2			
City State Zip			
County			
Attn:			
Phone	Fax	e-mail:	

TERMS AND CONDITIONS OF GOVERNMENT ROAD SALT SALES

1. **TERMS TO GOVERN.** The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.

2. **TITLE/RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.

3. **PAYMENT AND CREDIT TERMS.** Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.

4. **WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.

5. **EXCLUSIVE REMEDY.** If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.

6. **FORCE MAJEURE.** Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.

7. **INCREASES.** Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.

8. **DELIVERY.** Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.

9. **TERMINATION.** If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.

10. **TAXES.** Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.

11. **ASSIGNMENT.** The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.

12. **FORWARD CONTRACT.** The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

13. **CONTRACT AMBIGUITIES.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.



To: Vanessa Valadares , Iterim Chief of Operations and Public Works
Chris Torre, Superintendant of Operations
Monique Cipriano, Administrative Assistant

From: Dilene Byrd, Administrative Assistant

Date: October 24, 2022

Re: MSW and Recycling Report - September 2022

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Sep-21	Current FY: Sep-22	Change	FY 22/23 Cumulative
Curbside tonnage	1,320.61	1,472.37	11.5%	4,564.67
MSW tonnage out	2,410.42	2,057.99	-14.6%	6,117.63
Transfer station operating fee	\$72,375.00	\$73,791.67	2.0%	\$221,375.01
Transport and disposal fee	\$228,989.90	\$199,625.03	-12.8%	\$593,410.11
Curbside collection fee	\$104,396.33	\$107,528.17	3.0%	\$322,584.51
Total operating costs (less curbside)	\$301,364.90	\$273,416.70	-9.3%	\$814,785.12

MSW Consolidated Budget	
FY 22/23 Budget	\$4,793,838.00
Amount expended	\$1,137,369.62
Percent remaining	76.3%

Recycling Collection				
Recycling Collection	Previous FY: Sep-21	Current FY: Sep-22	Change	FY 22/23 Cumulative
Curbside tonnage	815.13	749.07	-8.1%	2,147.31
Transfer station tonnage	30.17	36.60	21.3%	107.11
Total monthly tonnage	845.3	785.67	-7.1%	2,254.42
Curbside collection fee	\$101,341.67	\$104,381.92	3.0%	\$313,145.76

Recycling Budget	
FY 22/23 Budget	\$1,287,583.00
Amount expended	\$313,145.76
Percent Remaining	75.7%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Sep-21	Current FY: Sep-22	Change	FY 22/23 Cumulative
Transfer station tip fees	\$54,004.66	\$44,709.25	-17.2%	\$138,354.40
Recycling revenue (curbside)	\$14,264.78	\$13,108.73	-8.1%	\$37,577.93
Recycling revenue (T.S.)	\$527.98	\$640.50	21.3%	\$1,874.43
Total revenues	\$68,797.41	\$58,458.48	-15.0%	\$177,806.75

C

City of Norwalk
FY 2021-2022

D