



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Department of Engineering
125 East Avenue
Norwalk, CT 06851
www.norwalkct.gov

September 25, 2023

Public Works Committee Meeting Cancellation Notice

- ✚ The Public Works Committee Meeting scheduled for **Tuesday, October 3, 2023** at 7:00p.m. has been **Cancelled**.
- ✚ There will be a Public Works and Recreation, Parks & Cultural Affairs Special Joint Meeting on **Tuesday, October 3, 2023** at 6:30p.m. by Video Conference and Teleconference.

**CITY OF NORWALK
PUBLIC WORKS & RECREATION, PARKS AND
CULTURAL AFFAIRS COMMITTEE
SPECIAL JOINT MEETING
OCTOBER 3, 2023**

DATE: Tuesday, October 3, 2023

TIME: 6:30 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

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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, September 5, 2023.
2. Approve the Minutes of the Public Works & Recreation, Parks, and Cultural Affairs Committee Special Joint Meeting of Tuesday, September 19, 2023.
3. Authorize the Mayor, Harry W. Rilling to execute the CPB Row and Road Reconstruction Agreement, Deed Clarification Agreement, and Declaration of Restrictive Covenant between the City of Norwalk and Gardella Brothers Limited Liability Company, per the memorandum of Assistant Corporation Counsel, Darin Callahan dated September 28, 2023.

4. Authorize the Mayor, Harry W. Rilling to execute any and all Agreements and other documents necessary to enter into a Data Sharing Confidentiality Agreement with the First Taxing District (the "FTD") whereby the FTD will provide the WPCA supply water consumption data of the individual customers of the FTD, including total metered gallons, service address, owner's name, account number, and account type.
5. Authorize the Mayor, Harry W. Rilling to enter into a Right of Entry and Access License with ConnDOT for the temporary installation, maintenance and operation of a variable messaging sign for marine users at various locations in connection with the Walk Bridge Replacement Project
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 \$105 per ton for normal and after hour deliveries effective for the 2023-24 snow season.

Account No. 01 40 25 5322

7. Technical Correction of the Common Council Action of November 8, 2022, Item VII.C.3, to Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Crown Castle International for the East Avenue Advance Utility Project No. 0301-0515NP for an amount not to exceed \$170,000.00, to "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 estimated amount of \$195,965.10".

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

8. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the March 22, 2023 Agreement between the City of Norwalk and Colonna Masonry Concrete & Asphalt Paving LLC for Project RD2023-1 Curb and Sidewalk for Spring Hill Avenue Area, for an amount not to exceed \$200,000.00.

Account No. 09 24 4021 5777 C0318
09 21 7100 5777 C0583
09 23 7100 5777 C0583
09 21 4120 5777 C0649

9. Authorize the Mayor, Harry W. Rilling, to execute a First Amendment to the original November 22, 2022 Agreement between the City of Norwalk and A. Vitti Excavators, LLC for Project BR2022-1 (Site 1 and Site2) - Bonny Brook Road Over Holy Ghost Fathers Brook (Site 1) and Cannon Street Over Betts Pond Brook (Site 2), for a sum not to exceed \$220,000.00.

Account No. 09 21 4021 5777 C0315
09 22 4021 5777 C0315
09 23 4021 5777 C0315
09 24 4021 5777 C0315

Information / Discussion

- A. Public Works Open House October 21, 2023
- B. Tree Operations and Programming
- C. Monthly Solid Waste Report – August 2023
- D. Food Scrap Drop-Off Report – August 2023
- E. Current / Upcoming Projects Status

1. Construction

- DRG2019-1 Dreamy Hollow Storm Drainage Improvements
- PM2023-2 Permanent Roadway Repairs & Surface Restoration
- PM2023-4 Paving @ Various Locations
- PM2023-5 Pavement Management Program
- PM2023-4 Paving @ Various Locations
- PM2023-5 Pavement Management Program
- RD2022-1 Curbs and Sidewalks at Various Locations
- RD2022-2 Curbs and Sidewalks for Senga and Morton Areas
- RD2023-1 Curbs and Sidewalks for Spring Hill Avenue Area
- DRG2020-1 On-Call Drainage
- RNP2022-3 Freese Park Railing Rehabilitation
- RA2022-2 467 West Avenue Utility Infrastructure Upgrade
- DRG2023-1 Chatham Drive and Cossitt Road Storm Drainage
- STR2023-1 Emergency Wall Street Retaining Wall and Sidewalk Abatement
- BR2022-1 Bonny Brook Road & Cannon Street

2. Advertised for Bids / Pending Contract

- DRG2023-3 On-Call Drainage Improvements
- PSC2023-1 On-Call Surveying

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
- Veterans Park Visitor Dock Replacement
- RD2023-2 Undergrounding of Elizabeth Street Overhead Utilities
- BR2023-1 Bridge Preservation Projects at Various Locations

Adjournment:

Next Meeting:

Tuesday, December 5, 2023
Public Works Committee
7:00 P.M. Location TBD



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125 East Avenue
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**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
SEPTEMBER 5, 2023**

ATTENDANCE: Barbara Smyth, Chairwoman; James Frayer; Nora Niedzielski-Eichner; Bryan Meek; Lisa Shanahan

STAFF: Vanessa Valadares, Chief of Operations and Public Works; James Meehan, Principal Engineer; Chris Torre, Superintendent of Operations; Drew Berndlmaier, Senior Civil Engineer; Thomas Szabo, Waste Program Manager; Darin Callahan, Assistant Corporation Counsel; Ralph Kolb, Wastewater Systems Manager

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

ROLL CALL

Chairwoman Smyth called the Roll: Barbara Smyth James Frayer Bryan Meek
Nora Niedzielski-Eichner, Lisa Shanahan

At Roll Call there were four (4) Committee members present constituting a quorum., Nora Niedzielski-Eichner arrived at 7:04 p.m. Darlene Young and Edwin Camacho were absent.

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 CeCe of Homestead Place spoke about item #2, data share agreement between the First District Water and WPCA. She is confused and concerned about the fact that there is an agreement being put together that allows First District Water to share private information about their customers with a third party and perhaps a fourth party, with the Water Pollution Control basically being an

autonomous Authority. She went through the statute that Attorney Callahan provided, Connecticut Statute 7-58 and cannot find any language that authorizes this action. The closest she could find is the segment that identifies the possibility of having the WPCA have the information from First District Water in order for First District Water to do the billing for the sewer usage. She stated she didn't see anything in the opposite direction in terms of sharing and/or billing. She has a question about the statute, the privacy about the information, and the brief paragraph doesn't identify all the confidentiality segments of this. Concerned if another party will have this information that is responsible for billing and work collection of the WPCA and she suspects that there is another agency or group that they use. It is her understanding that in the State of Connecticut, a utility bill that contains your name, address, and account number is a valid form of legal identification. Her concern is that they are asking First District Water to share those three (3) things for the purpose of billing. Wants to know if she is missing the point of the statute. She asked that someone respond to her offline. She says confidentiality is a little thin. She said if there is an intention to make things equitable by looking at water usage in being equated to sewer usage out, how do you account for water usage in the sewer system water through the WPCA. How do you account for water that comes into a property that actually never leaves it at all or water that comes through an irrigation system or something that stays within the property except for runoff. She would like to understand it all.

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

NEW BUSINESS

1. APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, AUGUST 1, 2023.

There was no report on this item.

****MR. FRAYER MOVED THE ITEM**

****MS. SHANAHAN ABSTAINED**

****MOTION PASSED WITH ONE (1) ABSTANTION**

2. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL AGREEMENTS AND OTHER DOCUMENTS NECESSARY TO ENTER INTO A DATA SHARING AGREEMENT WITH THE FIRST TAXING DISTRICT (THE "FTD") WHEREBY THE FTD WILL PROVIDE THE WPCA SUPPLY WATER CONSUMPTION DATA OF THE INDIVIDUAL CUSTOMERS OF THE FTD, INCLUDING TOTAL METERED GALLONS, SERVICE ADDRESS, OWNER'S NAME, ACCOUNT NUMBER, AND ACCOUNT TYPE.

Chairwoman Smyth stated that the sewer fee is based on water consumption which has been estimated and now they would like to be more accurate with the billing.

Ms. Valadares explained how the agreement works. First District Water will share the information with them about the water meter to avoid estimating some of the sewer fees that are charged. This would only apply to commercial businesses and not residential. They do charge a flat fee for all residential properties. Commercial properties are estimated. With access to the data, they would be able to charge the correct amount to the commercial businesses.

Attorney Callahan stated that the agreement should have been written as a confidentiality agreement. This agreement is so that the First District Water can share the meter data. He said they have all of the other data except account numbers, and they don't need those. He explained their program through the tax collector's office and gave background to the Committee. He said this is really just a Corporation Agreement that allows for the exchange of meter data information and the other function is to maintain confidentiality of that data.

A discussion ensued about the data, how it is being collected, what is being used and confidentiality issues. They already know which parcels are commercial and which ones are residential. They are only looking at the actual meter data in order to bill accordingly. Attorney Callahan gave a brief explanation. Based on the discussion, it was determined that more information is needed to clarify the language and include confidentiality. Chairwoman Smyth recommended that they table this item until the next meeting.

****MR. FRAYER MOVED THE ITEM**

****CHAIRWOMAN SMYTH RECOMMENDED THAT THE ITEM IS
TABLED TO THE NEXT MEETING**

****MOTION PASSED UNANIMOUSLY**

- 3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT, BETWEEN THE CITY OF NORWALK AND JOHN TURNER CONSULTING, INC, RESULTING FROM PROJECT #4308 REQUEST FOR QUALIFICATIONS PAVEMENT DESIGN AND CONSTRUCTION SERVICES FOR PAVEMENT ENGINEERING AND CONSULTING SERVICES IN CONNECTION WITH THE PAVEMENT MANAGEMENT PROGRAM. THE AGREEMENT IS TO ESTABLISH A THREE (3) YEAR BASE PERIOD, WITH TWO (2) ONE-YEAR OPTIONS AND AN ANNUAL SUM NOT TO EXCEED \$250,000.00 PER YEAR.**

ACCOUNT NO.	09 23 4021 5777 C0021
	09 24 4021 5777 C0021
	09 25 4021 5777 C0021
	09 26 4021 5777 C0021
	09 27 4021 5777 C0021
	09 28 4021 5777 C0021

Ms. Valadares reported on this. She described the project which is used to reevaluate the city roads/paving forecast and assist with inspections. She explained the breakdown of the project. Mr. Berndlmaier gave a few specifics on how it works.

****MS. SHANAHAN MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

Chairwoman Smyth read Items 4A and 4B together.

- 4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH THE GRASSO COMPANIES LLC. FOR PURCHASING PROJECT 4310, PM2023-5 PAVEMENT MANAGEMENT PROGRAM FOR A SUM**

NOT TO EXCEED \$6,331,657.50 WITH THE OPTION TO EXTEND THIS AGREEMENT FOR TWO (2) ADDITIONAL TERMS OF ONE (1) YEAR.

**ACCOUNT NO. 13 4010 5796 APW10
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 4021 5777 C0503
03 00 00 2602**

4B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO EXECUTE ORDERS ON CONTRACT WITH THE GRASSO COMPANIES LLC. FOR PURCHASING PROJECT 4310, PM2023-5 PAVEMENT MANAGEMENT PROGRAM FOR A SUM NOT TO EXCEED \$633,165.75.

**ACCOUNT NO. 13 4010 5796 APW10
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 4021 5777 C0503
03 00 00 2602**

Ms. Valadares explained the pavement management program to the Committee. They received five (5) bid responses for the project.

Mr. Meek stated he is going to vote no and would like Public Works to take back the line striping on paved roads since TMP is not doing it. He is concerned accidents are going to happen. It has been a month and a half since Bayne was paved and still no line striping.

A question was raised about protective equipment and worker safety for the contractors and the City's role in enforcing them. The city does not enforce such safety requirements. They are in the bid packet that all contractors must abide by. OSHA enforces those laws. If a contractor is seen not being safe while working, those concerns can be sent to the Department of Public Works. The Committee talked about the lowest responsible bidder and purchasing documentation of contractors already working in the city.

****MS. NIEDZIELSKI-EICHNER MOVED THE ITEM
**MR. MEEK OPPOSED
MOTION PASSED FOUR (4) TO ONE (1)

5. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF AUGUST 8, 2023, ITEM VILB.9, TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FIRST AMENDMENT TO THE WOODS MEN'S AND BOY'S CLOTHING CONTRACT DATED JULY 23, 2021, FOR PROJECT NO. 4087 FOR A SUM NOT TO EXCEED \$25,000 FOR FISCAL YEAR 2023/24 WITH AN OPTION TO EXTEND FOR TWO (2) ADDITIONAL TERMS OF ONE (1) YEAR EACH.

ACCOUNT NO. 01 40 21 5276

There was no report on this item.

****MS. SHANAHAN MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

INFORMATION / DISCUSSION

- **TREE OPERATIONS AND PROGRAMMING**

Mr. Torre reported on the tree removals and pruning.

- **MONTHLY SOLID WASTE REPORT – JULY 2023**

Mr. Szabo stated the MSW report has been steady. There have been some slight increases, less than 10 tons for both recycling and trash. Book recycling bins have filled up again and seem to be popular.

- **FOOD SCRAP DROP-OFF REPORT – JULY 2023**

Mr. Szabo stated that the Rowayton Community Center had 5,100. pounds, Transfer Station 5,700 pounds and Cranberry Park had 2,550 pounds for this period. Cranberry Park continues to increase.

The Recycle Pop-Up Event is a mobile redemption center for bottles, cans or glass deposits, that have the 5-cent deposit. The next event will take place on Saturday, September 16, 2023, from 10:00 a.m. to 1:00 p.m. at 98 South Main Street.

- **CURRENT / UPCOMING PROJECTS STATUS**

1. **CONSTRUCTION**

- DRG2019-1 Dreamy Hollow Storm Drainage Improvements
- PM2021-1 Pavement Management Program
- PM2023-1 Pavement Management Program
- PM2023-2 Permanent Roadway Repairs & Surface Restoration
- RD2022-1 Curbs and Sidewalks at Various Locations
- RD2022-2 Curbs and Sidewalks for Senga and Morton Areas
- RD2023-1 Curbs and Sidewalks for Spring Hill Avenue Area
- DRG2020-1 On-Call Drainage
- RNP2022-3 Freese Park Railing Rehabilitation
- State of CT DOT Projects at Various Locations
- RA2022-2 467 West Avenue Utility Infrastructure Upgrade
- DRG2023-1 Chatham Drive and Cossitt Road Storm Drainage
- STR2023-1 Emergency Wall Street Retaining Wall and Sidewalk Abatement
- BR2022-1 Bonny Brook Road & Cannon Street

2. **ADVERTISED FOR BIDS / PENDING CONTRACT**

- PM2023-4 Paving @ Various Locations
- PM2023-5 Pavement Management Program

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
- Veterans Park Visitor Dock Replacement

- RD2023-2 Undergrounding of Elizabeth Street Overhead Utilities
- BR2023-1 Bridge Preservation Projects at Various Locations

Mr. Meehan, Principal Engineer, reported on the current project status. He gave the Committee a breakdown of each project and said everything is ongoing and on task. A discussion ensued about other project issues in Norwalk.

ADJOURNMENT: Ms. Shanahan moved to adjourn.
Motion passed unanimously.
The meeting was adjourned at 8:16p.m.

NEXT MEETING: **TUESDAY, OCTOBER 3, 2023**
PUBLIC WORKS COMMITTEE
7:00 P.M. LOCATION TBD



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**CITY OF NORWALK
PUBLIC WORKS & RECREATION, PARKS AND
CULTURAL AFFAIRS COMMITTEE
SPECIAL JOINT MEETING
SEPTEMBER 19, 2023**

ATTENDANCE: Barbara Smyth, Chairwoman (PWC); Darlene Young, Chairwoman (Rec&Parks); James Frayer; Lisa Shanahan; Jen McMurrer; Josh Goldstein; Nicol Ayers; Edwin Camacho (5:35p.m.); Greg Burnett; David Heuvelman

STAFF: Vanessa Valadares, Chief of Operations and Public Works; Mario Coppola, Corporation Counsel; Darin Callahan, Assistant Corporation Counsel; Robert Stowers, Recreation & Parks Director

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Chairwoman Smyth called the meeting to order at 5:34p.m.

ROLL CALL

Chairwoman Smyth called the Public Works Committee Roll at 5:34p.m.:

Barbara Smyth, James Frayer, Darlene Young, Lisa Shanahan, Ed Camacho (5:35p.m.)

Chairwoman Young called the Recreation, Parks & Cultural Affairs Committee Roll at 5:34p.m.:

Darlene Young, Nicol Ayers, Josh Goldstein, Jenn McMurrer, Lisa Shanahan

A quorum for both committees was present.

Chairwoman Smyth called for a motion to enter Executive Session.

****MS. YOUNG MADE A MOTION TO ENTER INTO EXECUTIVE SESSION
MOTION PASSED UNANIMOUSLY

****Due to a technical glitch the vote was retaken after the Executive Session and passed unanimously.**

The committees entered Executive Session at 5:35p.m.

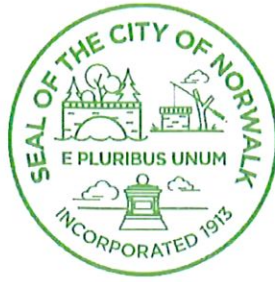
EXECUTIVE SESSION

- 1. FOR PURPOSES OF DISSEMINATING LEGAL OPINIONS FROM CITY ATTORNEYS TO COMMITTEE MEMBERS REGARDING CLAIM OF EASEMENT ON CALF PASTURE BEACH CITY PROPERTY. DISCUSSION TO INCLUDE POSSIBLE RESOLUTION AND SETTLEMENT OF AFOREMENTIONED CLAIM.**

Executive Session closed at 6:47p.m.

Chairwoman Smyth stated that there were no votes taken or motions made during executive session.

ADJOURNMENT: Mr. Goldstein moved to adjourn.
Motion passed unanimously.
The meeting was adjourned at 6:49p.m.



Contract Staff Summary

Department/Staff Contact	<i>Corporation Counsel Darin Callahan</i>
Common Council Committee	<i>Public Works Committee</i>
Date Approved by Committee	
Purpose/Scope	<i>Gardella Agreement</i>
Vendor (Indicate if new or existing vendor)	
Term of Contract	
Method of Procurement (Indicate if sole source)	
Cost of Contract	
Funding Source/Account Number	
Additional Information/Other Details	

MEMORANDUM

From: Darin L. Callahan, Assistant Corporation Council

To: Mayor Harry W. Rilling
Members of the Common Council

Cc: Mario F. Coppola, Corporation Counsel

Date: September 28, 2023

Re: Gardella Agreement

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For the reasons set forth below, the following Agenda Item is proposed for your consideration:

AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE THE CPB ROW AND ROAD RECONSTRUCTION AGREEMENT, DEED CLARIFICATION AGREEMENT, AND DECLARATION OF RESTRICTIVE COVENANT BETWEEN THE CITY OF NORWALK AND GARDELLA BROTHERS LIMITED LIABILITY COMPANY, PER THE MEMORANDUM OF ASSISTANT CORPORATION COUNSEL, DARIN CALLAHAN DATED SEPTEMBER 28, 2023.

I. General Background:

Calf Pasture Beach (a 33.7± acre parcel of land) was acquired from the abutting land owners over 100 years ago by way of a quitclaim deed dated August 7, 1922, recorded in Volume 177, Page 324 of the Norwalk Land Records (hereinafter, the "CPB Deed"). The Gardella family (hereinafter, the "Gardellas") are the successors-in-interest to the aforementioned adjacent land, i.e., - 0, 48, 50 and 62 Calf Pasture Beach Road (hereinafter, the "Gardella Parcels"). A copy of the Deed is attached hereto as Exhibit A.

About 7 years ago the Gardellas approached the City seeking to address a series of issues concerning the CPB Deed. The issues mostly arise from poorly defined and/or outdated reservations and restrictions in the CPB Deed. Other issues upon which a global resolution was sought include additional easements over Calf Pasture Beach which were not reserved in the Deed.

Over the course of the last several years there has been an extraordinary amount of time dedicated by the Law Department and City Department Heads in attempting to find a mutually agreeable resolution to these issues. Attached hereto as Exhibit B is the latest iteration of a proposed global resolution of the above referenced issues. The agreement is entitled "CPB ROW and Road Reconstruction Agreement," (hereinafter, the "Master Agreement"). The Master Agreement generally contemplates the tendering of certain recordable instruments to the Gardellas in exchange for monetary consideration and the City's undertaking of certain road construction obligations. The instruments include an agreement entitled "Deed Clarification Agreement"

attached to the Master Agreement as *Exhibit 1* which specifically addresses the issues that stem from the reservations and restrictions in the CPB Deed, and another agreement entitled “Declaration of Restrictive Covenant” attached to the Master Agreement as *Exhibit 2* which is intended to resolve Gardellas’ request for additional easement rights.

A summary of the above referenced issues and how they were addressed in the aforementioned agreements are discussed in this Memorandum as follows: Section II: The scope and location of the right of way reserved in the CPB Deed burdening Calf Pasture Beach and benefiting the Gardella Parcels; Section III: Additional Easements vs. Restrictive Covenant; and Section IV: Modification of Deed Restrictions.

II. Issues and Proposed Resolutions: Scope and Location of Right of Way Reserved in Deed.

a. Issue: Scope and Location of Right of Way Reserved in Deed.

The right of way clause in the CPB Deed is as follows:

The Releasors, however, reserve to themselves and each of them for the benefit of Reed G. Haviland, and for their and his respective heirs and assigned forever, a right of way over the Westerly and Northerly side or portions of tract “A” to said parkway or boulevard for access and egress to and from their respective land of said parties adjoining tract “A”.

Tract “A” refers to Calf Pasture Beach. For purposes of understanding the Westerly and Northerly side or portions of Tract “A”, Table 1 provides a Google Earth shot of Calf Pasture Beach directionally oriented north, south, east and west.

Table 1:



Given that the geographical location and overall footprint of the right of way is only loosely defined in the CPB Deed, it is beneficial to both parties to clarify the same.

b. Proposed Resolution: Scope and Location of Right of Way Reserved in Deed.

The scope, location and geographical footprint of the right of way reserved in the CPB Deed is addressed in the instrument entitled "Deed Clarification Agreement," a copy of which is attached as an exhibit to the Master Agreement. The Deed Clarification Agreement stipulates that the scope of the right of way is for *vehicular* ingress and egress, and further, that vehicular ingress and egress is limited to certain portions of the inbound and outbound lanes of Calf Pasture Beach post-reconfiguration of the same.

The City has prepared an easement map survey, which is attached to the Deed Clarification Agreement. The right of way is identified therein as "Proposed Access Easement Area." However, for ease of reference, the location and geographical footprint of the right of way (including the associated to be constructed driveway aprons and crossover medians) are generally depicted in Table 2 below by a magenta single dash line.¹

Table 2:



c. Ancillary Issues and Resolutions:

In connection with clarifying the location and scope of the right of way reservation, certain improvements need to be made to a portion of the outbound travel lane at Calf Pasture Beach together with new driveway access aprons and associated crossover medians to integrate traffic to

¹ Within the Deed Clarification Agreement, the City reserves the right to otherwise relocate Calf Pasture Beach Road, in which case the subject right of way will be located over Calf Pasture Beach Road as relocated; provided however, that the City shall extend and/or relocate the median and driveway apron improvements such that: (i) functionally equivalent vehicular access over the right of way to and from Calf Pasture Beach Road and the Gardella Parcels is maintained; and (ii) Calf Pasture Beach Road is not relocated within (10) feet from the Gardella Parcels where said parcels share a common boundary line with Calf Pasture Beach.

and from the Gardella Parcels with the overall traffic the City has in general for users of Calf Pasture Beach. In a nut shell, a road reconfiguration construction project is necessary and the allocation of cost for the same needs to be addressed by the parties.

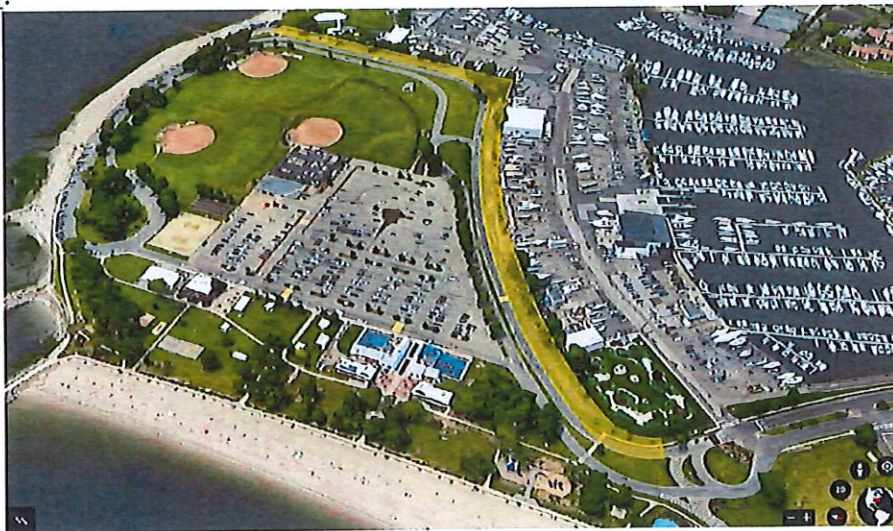
The changes to the outbound travel lane at Calf Pasture Beach are delineated in orange in Table 2 above. The new driveway access aprons and associated crossover medians are also depicted in Table 2. \$100,000 of the overall compensation paid by Gardella to the City under the Master Agreement is specifically earmarked for funding the construction of the above referenced improvements. To the extent actual cost exceed said amount, the overage would be absorbed by the City. Future maintenance of the inbound and outbound travel lanes at Calf Pasture Beach will primarily be the responsibility for the City to perform and Gardella will have a 50% cost share obligation for the same to the extent of its right of way.

III. Issue and Proposed Resolution: Request for Additional Easement.

a. Issue: *Additional Easements vs. Restrictive Covenant.*

The easement area proposed by Gardella for the requested additional easements are reflected in the yellow highlighted portion of Table 3 below (hereinafter, the "Corridor").²

Table 3:



b. Proposed Resolution: *Additional Easements vs. Restrictive Covenant.*

The issue of the above referenced additional easements was brought before and rejected by the 2020/2021 Council. We agree that any substantive discussions on whether to grant the additional easements, whether in whole or in part, should not proceed until such time as there is a

² These easements were for the purpose of installing, constructing, maintaining, repairing and replacing sidewalks, bike paths, landscaping, and utilities.

pending site plan application before the Planning and Zoning Commission that: (i) the City determines granting such easements are in its best interest; and (ii) easements are only granted to the extent of and as necessary for such site plan. However, in an effort to maintain the status quo for some period of time, what is being proposed is restricting improvements in the subject area for a period of 6 years. The purpose of this restriction is to give Gardella a reasonable period of time to bring forward an actual site plan application and make a request that the City revisit the issue of granting additional easement rights in the Corridor.

The specific restricting language is set forth in the Declaration of Restrictive Covenant attached as an exhibit to the Master Agreement and as follows:

1. Restrictive Covenant. *Except as provided in Section 2 below, the Area Subject to Restrictive Covenant (defined below) shall at all times for six (6) consecutive years after the date of this Declaration of Restrictive Covenant first set forth above (the "Restriction Period") shall not be improved by the City in a manner that would prevent the construction of public sidewalks, bike paths, or undergrounding of electrical, water or sewerage utilities within the Area Subject to Restrictive Covenant. As used herein, the term "Area Subject to Restrictive Covenant" shall mean the portion of Calf Pasture Beach identified Area Subject to Restrictive Covenant more particular described in a certain survey map entitled "City of Norwalk and Gardella Brothers Limited Partnership, Calf Pasture Beach, Norwalk, CT 06851, Restriction Map (R-1)" dated September 26, 2023 prepared by Ahneman Kirby, LLC, Engineers Surveyors Planners, 1171 East Putnam Avenue, Riverside, CT 06878 dated _____, _____, a copy of which is attached hereto as Schedule A.*

2. New or Existing Utilities. *Nothing herein shall be deemed to prevent in any way whatsoever, the construction, location or relocation of new or existing utilities and related infrastructure, including electrical, water or sewerage utilities, within the Area Subject to Restrictive Covenant.*

IV. Issue and Proposed Resolution: Modification of Deed Restrictions

a. Issue: *CPB Deed Restrictions in the CPB Deed.*

The CPB Deed also contains a series of land use restrictions over Calf Pasture Beach within the CPB Deed. The relevant restriction language is as follows:

[The Releasors] . . . by these presents remise, release and forever Quit-Claim unto the City of Norwalk for park purposes only, and as hereinafter restricted, said park to be used by the residents of said City for rest, recreation and bathing, [Calf Pasture Beach]. . . The Releasors convey the premises above described to said City and said City accepts the conveyance thereof subject to the following restrictions and conditions: That no manufacturing, wholesale or retail business or commercial enterprise of any kind shall ever be permitted or allowed to be conducted on said premises, except as hereinafter provided. That no garbage or

refuse or any other thing which may or shall constitute a nuisance shall be permitted or allowed to be placed, deposited or dumped on said premises. That no carousal or merry-go-round, shooting gallery, so-called, or other amusement apparatus or noise-producing device shall ever be located or allowed or permitted to be used on said premises. That no tenting or camping shall ever be allowed or permitted on said premises. That proper buildings for dressing rooms for bathers and suitable rooms in which refreshments may be offered for sale, sold and consumed, shall be erected only at the Southerly end of the premises hereby conveyed, and that no small buildings or individual bathing houses shall ever be erected by said City or allowed or permitted by said City to be erected by individuals on said premises. That if any portion of said park be permitted to be used for baseball, football, or other athletics or sports, the same shall be confined to that portion of said park which lies Southerly of the middle line of said park measuring the same from North to South, the said middle line being a straight line drawn East and West; but no professional games, games of chance or gambling shall ever be allowed on said premises.

(Emphasis Added).

What is being proposed is to replace the above referenced use restrictions in the CPB Deed to the following:

[The Releasors] . . . by these presents remise, release and forever Quit-Claim unto the City of Norwalk for park purposes only, said park to be used by the residents and non-residents of said City for rest, recreation and bathing, and any and all other uses associated with or accessory to a park or other land set aside for public recreational use, [Calf Pasture Beach]. . .

(Emphasis Added).

EXHIBIT A

gregate loans and advancements of Three Thousand Dollars (\$3,000) are evidenced by the promissory note of said grantor, for said sum of Three Thousand Dollars (\$3,000), of even date herewith, payable to the said Trust Company, at its banking house, on demand, for value received, with interest payable semi-annually in advance, to wit, on the first day of June and December in each year, subject however, to pro-rata repayment, if payment of the note be earlier required by said Company.

NOW, THEREFORE, if said note shall be well and truly paid according to its tenor and true intent, and said premises shall be kept insured to the satisfaction of the said Trust Company, and all taxes thereon duly paid by the said grantor, then this deed shall be void, but otherwise shall be and remain of full force and effect.

Signed, sealed and delivered
in the presence of:

John Haney
Spencer S. Adams
STATE OF CONNECTICUT,
COUNTY OF FAIRFIELD,

ALPHONSO MANZI (L.S.)

Norwalk, August 8th, A.D., 1922,

Personally appeared ALPHONSO MANZI, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,
(Not'l Seal) Spencer S. Adams, Notary Public.
Received for Record August 8, A.D., 1922, at 10:30 A.M., and recorded by,

Alma J. Smith Act. Town Clerk

COPY

Upon motion duly made and seconded the following resolutions were unanimously adopted: RESOLVED, by the Board of Directors of the Wilson Point Company, Incorporated, a corporation under the laws of the State of Connecticut, and located in the town of Norwalk, in said State, at a meeting of said Board, held on the 29th day of July, that any two of the officers of said Company, to wit: either the President and the Treasurer, or the President and the Secretary, or the Treasurer and the Secretary, be and they are hereby authorized, empowered and directed to make, execute, acknowledge and deliver any and all deeds of conveyances of the real estate of said Company, or any part thereof, and any and all leases and mortgages of said Company on its real estate; and further RESOLVED: That this resolution and the powers and authority herein given and conferred, shall be and remain in force and effect until the thirtieth day of June, 1924. It, Reed G. Haviland, Secretary of the said The Wilson Point Company, Incorporated, hereby Certify that the above and foregoing is a true copy of resolutions adopted and passed by the Board of Directors of said Company, at a meeting of said Board held on the 29th day of July, 1922. In Witness Whereof, I have hereunto set my hand and the seal of said Company, this 8th day of August, 1922.
(Corp. Seal) REED G. HAVILAND, Secretary as aforesaid.
Received for Record August 9, A.D., 1922, and recorded by,

Alma J. Smith Act. Town Clerk

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Wallace Marvin, Orie A. Marvin and Mary Marvin Taylor (married after the year 1877), Henry W. Gregory, George F. Betts, Sally S. Betts and Charlotte F. Betts Jackson (married after the year 1877), all of the Town of Norwalk in the County of Fairfield and State of Connecticut, for the consideration of one dollar received to our full satisfaction of the City of Norwalk, a municipal corporation created and existing under the laws of the said State of Connecticut, and located in said County of Fairfield, do by these presents remise, release and forever quit-claim unto the said City of Norwalk for park purposes only, and as hereinafter restricted, said park to be used by the residents of said City for rest, recreation and bathing, all that certain tract or parcel of land, situated in said City of Norwalk, and within the Town of Norwalk, being in quantity thirty-three and seven-tenths (33.7) acres (of which about twenty-nine (29) acres are conveyed by said J. Wallace Marvin, Orie A. Marvin and Mary Marvin Taylor and about two (2) acres by said Henry W. Gregory and about two (2) acres by said George F. Betts, Sally S. Betts, and Charlotte F. Betts Jackson) and being the parcel marked "A" on that certain map entitled "Map of Ludlow Park and Parkways Showing division lines between said park and parkways and adjoining owners, May, 1922, The Samuel W. Hoyt, Jr. Co., Inc., Engineers and Surveyors, South Norwalk, Conn.,", which map is

Quit-claim

filed or to be filed in the office of the Clerk of said Town of Norwalk. The said Parcel "A" is bounded Northerly by other land of said Marvin and Taylor and by proposed parkway or boulevard as shown on said map; Easterly in small part by land of said Marvin and Taylor and principally by Long Island Sound; Southerly and Southwesterly by said Long Island Sound; and Westerly in part by said Long Island Sound (or Norwalk Harbor) and in part by land of Henry W. Gregory and Reed O. Haviland. The Releasees, however, reserve to themselves and each of them and for the benefit of Reed O. Haviland, and for their and his respective heirs and assigns forever, a right of way over the Easterly and Northerly sides or portions of tract "A" to said parkway or boulevard for access and egress to and from the respective lands of said parties adjoining tract "A". IN CONSIDERATION of the premises and in accepting this instrument the said City of Norwalk agrees and covenants with the Grantors and their respective heirs and assigns to fill within a reasonable time the premises hereby conveyed to a level above high water mark and to comply with the restrictions hereinafter set forth as to the use of said land. The Releasees convey the premises above described to said City and said City accepts the conveyance thereof subject to the following restrictions and conditions: That no manufacturing, wholesale or retail business or commercial enterprise of any kind shall ever be permitted or allowed to be conducted on said premises, except as hereinafter provided. That no garbage or refuse or any other thing which may or shall constitute a nuisance shall be permitted or allowed to be placed, deposited or dumped on said premises. That no carousel or merry-go-round, shooting gallery, so-called, or other amusement apparatus or noise-producing device shall ever be located or allowed or permitted to be used on said premises. That no tenting or camping shall ever be allowed or permitted on said premises. That proper buildings for dressing rooms for bathers and suitable rooms in which refreshments may be offered for sale, sold and consumed, shall be erected only at the Southerly end of the premises hereby conveyed, and that no small buildings or individual bathing houses shall ever be erected by said City or allowed or permitted by said City to be erected by individuals on said premises. That if any portion of said park be permitted to be used for baseball, football, or other athletics or sports, the same shall be confined to that portion of said park which lies Southerly of the middle line of said park measuring the same from North to South, the said middle line being a straight line drawn East and West; but no professional games, games of chance or gambling shall ever be allowed on said premises. That no other land---owned by the said Marvin and Taylor or by said Gregory and Haviland and contiguous to said tract "A", shall hereafter be condemned or taken over by said City for park or other purposes against the will or desire of said Marvin, Taylor, Gregory or Haviland; and that in case the City shall at any time condemn or attempt to condemn any other lands of said Marvin, Taylor, Gregory and Haviland contiguous to said tract "A", or any part thereof for park or other purposes, then the title to the land hereby conveyed for park purposes shall revert without entry for condition broken, respectively to the said Marvin, Taylor, Gregory, Betts and Jackson according to their present ownership thereof, and the same shall be condemned in connection with such additional land and shall be valued and paid for in the same manner as such additional land. The foregoing restrictions and conditions shall be binding upon said City, its successors and assigns, and shall inure to the benefit of the Releasees, their heirs, executors, administrators and assigns forever. TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Releasees, its successors and assigns forever, for the purposes aforesaid so that neither we, the said Releasees, nor our heirs, nor any person under us or them, shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefore we and they are by these Presents forever barred and excluded, except as to right of way reserved and the restrictions hereinafter set forth. IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 7th day of August, A.D., 1927.

Signed, sealed and delivered
in presence of

Ruth Golding }
Wm. F. Tammany }

J. WALLACE MARVIN (L.S.)
ORIE A. MARVIN (L.S.)
MARY MARVIN TAYLOR (L.S.)
CHARLOTTE F. JACKSON (L.S.)
SALLY S. BETTS (L.S.)
GEORGE F. BETTS (L.S.)
HENRY W. GREGORY (L.S.)

STATE OF CONNECTICUT, } Norwalk, August 7th, A.D., 1922.
COUNTY OF FAIRFIELD, } ss. Personally appeared J. WALLACE MARVIN, ORIE A. MARVIN and MARY MARVIN TAYLOR, three of the signers and sealers of the foregoing instrument, and severally acknowledged the same to be their free act and deed, before me,
(Not'l Seal)

Ruth Golding, Notary Public.

STATE OF CONNECTICUT, } Norwalk, August 7th, A.D., 1922.

COUNTY OF FAIRFIELD, } ss. Personally appeared HENRY W. GREGORY, one of the signers and sealers of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,
(Not'l Seal)

Ruth Golding, Notary Public.

STATE OF CONNECTICUT, } Norwalk, August 7th, A.D., 1922.

COUNTY OF FAIRFIELD, } ss. Personally appeared GEORGE F. BETTS, SALLY S. BETTS and CHARLOTTE F. BETTS JACKSON, three of the signers and sealers of the foregoing instrument, and severally acknowledged the same to be their free act and deed, before me,
(Not'l Seal)

Ruth Golding, Notary Public.

Received for Record August 9, A.D., 1922, at 9:45 A.M., and recorded by,

Anna C. Smith

Deputy Town Clerk

KNOW ALL MEN BY THESE PRESENTS: That we, J. Wallace Marvin, Orie A. Marvin and Mary Marvin Taylor^{3rd} (married after the year 1877) all of the Town of Norwalk, in the County of Fairfield and State of Connecticut, for the consideration of One Dollar received to our full satisfaction of the City of Norwalk, a municipal corporation created and existing under the laws of the said State of Connecticut and located in said County of Fairfield, do by these presents remise, release and forever Quit-Claim unto the said City of Norwalk, for highway, parkway or boulevard purposes only, as laid out on the map hereafter referred to and at grade approved by releasors, all that certain strip or parcel of land, being one hundred (100) feet in width from East to West and indicated as "Layout dedeed for proposed parkway or boulevard" on that certain map entitled "Map of Ludlow Park and Parkways showing division lines between said park and parkways and adjoining owners, May, 1922, The Samuel W. Hoyt, Jr. Co., Inc. Engineers and Surveyors, South Norwalk, Conn.", which map is filed or is to be filed in the office of the Clerk of said Town of Norwalk, and bounded Northerly by Beach Avenue, so called; Easterly by other land of the Releasors; Southerly by parcel "A" as designated on the map aforesaid and conveyed to the City of Norwalk for park purposes; and Westerly by other land of the Releasors. Also for highway, parkway or boulevard purposes only, at grade approved by the releasors, all that certain strip or parcel of land, being seventy-five (75) feet in width from North to South and indicated on the map aforesaid as "Layout dedeed for proposed parkway", and bounded Northerly by other land of the Releasors; Easterly by Canfield Avenue, so called; Southerly by other land of the Releasors, and Westerly by the strip of parcel first herein described. Said parcel first herein described widens at the Southerly end and the strip or parcel second herein described widens at its Easterly end and at its Westerly end and the Releasors also convey to said City for the purposes aforesaid the additional land included within the limits of said proposed parkways shown on the map aforesaid.

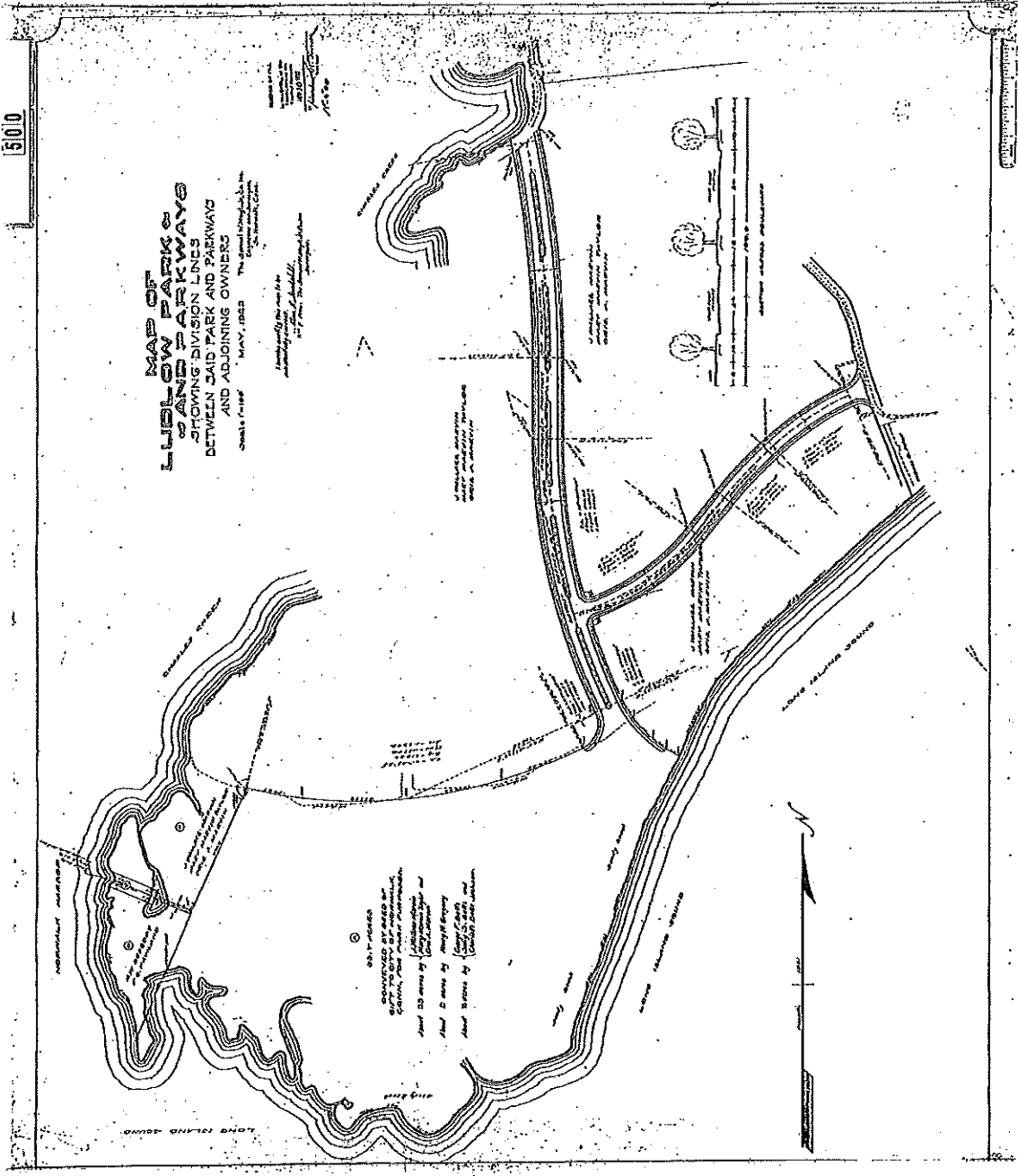
The Releasors are of the opinion that enough material will be found within the limits of said proposed highways as now laid out on said map, to make all fills to grade established as aforesaid, but in the event that said materials be insufficient and additional fill be required to grade said highways to such grade, the Releasors agree to give the same at points designated by them if called upon for the same on or before June 1st, 1923—the removal of such fill, however, to be done by the City in a reasonable manner with the least amount of injury to the property of the Releasors.

In accepting this conveyance the City covenants and agrees to proceed with and to carry to completion by June 1st, 1923, the construction of the highways or parkways aforesaid.

**MAP OF
LUBLOW PARK &
LAND PARKWAYS
SHOWING DIVISION LINES
BETWEEN SAID PARK AND PARKWAYS
AND ADJOINING OWNERS**

Charles C. 1918 The General Highway Act
May, 1923 The General Highway Act

Property of the
State of Michigan
1918
1923
1925



33.7 ACRES
ACQUIRED BY DEED OF
JULY 1, 1918
FROM THE ESTATE OF
JAMES H. LUBLOW
TO THE CITY OF DETROIT
FOR THE PURPOSE OF
CREATING A PARK
AND PARKWAYS
IN THE CITY OF DETROIT



0 100 200
Feet

EXHIBIT B

CPB ROW AND ROAD RECONSTRUCTION AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
GARDELLA BROTHERS LIMITED LIABILITY COMPANY

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2023 (the "Effective Date"), by and between the CITY OF NORWALK, a Connecticut municipal corporation with an address at 125 East Avenue, Norwalk, CT 06851, acting herein by Harry W. Rilling, its Mayor, duly authorized (the "City"), GARDELLA BROTHERS LIMITED LIABILITY COMPANY, a Connecticut limited company with an address at 48 Calf Pasture Beach Road, East Norwalk, CT 06855, acting herein by Elizabeth Gardella O'Connor, as President of Gardella Properties, Inc., the Managing General Partner of Gardella Brothers Limited Liability Company, duly authorized (the "Gardella"). Gardella and City are hereinafter referred to individually as the "Party" and collectively as the "Parties."

W I T N E S S E T H

WHEREAS, Gardella is the record owner of certain parcels of land with improvements thereon known as 0 Calf Pasture Beach Road (referred to herein as, "Parcel 1"), 62 Calf Pasture Beach Road (referred to herein as, "Parcel 2-A"), 48 Calf Pasture Beach Road (referred to herein as, "Parcel 2-B"), and 50 Calf Pasture Beach Road (referred to herein as, "Parcel 3")(a/k/a as District 3, Block 75, Lots 1, 2, 3 and 17), in the City of Norwalk, County of Fairfield, State of Connecticut, said parcels being more particularly bounded and described in a certain deed dated December 28, 1998 and recorded in Volume 3680, Page 190 of the land records of the City of Norwalk (the Norwalk Land Records"). The Parties agree that Parcel 2-A and Parcel 2-B (collectively referred to herein as, "Parcel 2") have legally merged into a single lot for zoning purposes, as shown and depicted on a certain map titled, "Lot Line Adjustment Plan & Property Survey Plan (Lr-1)" dated August 18, 2021 revised September 27, 2023 prepared by VHB which map has been recorded on _____, 2023 on the Norwalk Land Records and assigned Map # _____. Parcel 1, Parcel 2 and Parcel 3 are hereinafter referred to collectively as the "Gardella Parcels";

WHEREAS, the City owns approximately 33.7+/- acres of real property adjacent to and abutting the Gardella Parcels known as "Calf Pasture Beach;"

WHEREAS, Calf Pasture Beach was acquired by the City by way of quitclaim deed dated August 7, 1922, recorded in Volume 177, Page 324 of the Norwalk Land Records (the "Deed");

WHEREAS, pursuant to said Deed, the releasers therein (the "Releasers") conveyed Calf Pasture Beach to the City with a certain reservation of right-of-way (the "ROW") benefiting the Gardella Parcels;

WHEREAS, pursuant to said Deed, the Releasers further conveyed Calf Pasture Beach to the City with certain restrictions and conditions (the "Restrictions") benefiting the Gardella Parcels and restricting the use of Calf Pasture Beach by the City, as more specifically set forth in the Deed;

WHEREAS, ingress and egress to and from Calf Pasture Beach is over an approximately [<< _____ >>] mile roadway extension ("Calf Pasture Beach Extension") from Calf Pasture Beach Road, Norwalk, Connecticut ("Calf Pasture Beach Road");

WHEREAS, Calf Pasture Beach Extension has never been adopted by the City as a public road pursuant to applicable law;

WHEREAS, over the past 100 years, Gardella's (and their predecessors-in-interest) exercise of the aforementioned ROW rights over Calf Pasture Beach Extension or elsewhere within Calf Pasture Beach for purposes of access to and from the Gardella Parcels or otherwise, whether individually or as a whole, has been *de minimus*;

WHEREAS, over the past 100 years, Gardella's (and their predecessors-in-interest) previous enforcement of any of the aforementioned Restrictions in connection with the City's uses of Calf Pasture Beach or improvements made thereon by the City has been *de minimus*;

WHEREAS, Gardella desires the City to recognize and confirm the continuing validity of ROW as a non-exclusive vehicular access and egress easement benefiting the Gardella Parcels, together with the location and scope thereof, and further, for the City to perform certain improvements to Calf Pasture Beach Extension, including reconfigurations of the road, together with, certain median and driveway extension improvements thereto connecting Parcel 1, Parcel 2 and Parcel 3 to Calf Pasture Beach Extension to provide for vehicle ingress and egress to said parcels;

WHEREAS, the City is willing to so recognize and confirm the continuing validity of the ROW and location and scope thereof, and construct said improvements on the terms and conditions set forth therein;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1.0. Incorporation of Recitals. The Recitals set forth herein above are incorporated into this Agreement.

2.0. Recognition and Confirmation of Rights and Obligations.

2.1. Recognition, Clarification and Amendment of Land Rights; Construction Obligations. Subject to the terms and conditions of this Agreement, the City, in reliance upon the representations and warranties of Gardella made herein and in the Exhibits annexed hereto, shall at the Closing (hereinafter defined):

(1) Execute and record on the Norwalk Land Records a Deed Clarification Agreement in form and substance set forth in Exhibit 1 attached hereto and the Declaration of Restrictive Covenant set forth in Exhibit 2 attached hereto; and

(2) Become obligated to perform the construction of the improvements set forth in Article 7.0 of this Agreement.

2.2. Consideration. Consideration for the Deed Clarification Agreement and Declaration of Restrictive Covenant to be conveyed pursuant to Article 2.1 and the obligation to perform the construction of the improvements set forth in Article 7.0 is **FOUR HUNDRED AND EIGHTY THOUSAND DOLLARS AND 00/100 CENTS (\$480,000.00)** payable by Cashier's Check to the City of Norwalk at Closing.

2.3. Allocation. The consideration is allocated as follows: \$380,000.00 for the rights clarified and/or conveyed in the Deed Clarification Agreement described in Article 2.1, \$100,000.00 for the construction obligations in Article 7.0.

3.0. Closing. The consummation of the transactions contemplated herein including Article 2.0 of this Agreement (the "Closing") shall take place on March 1, 2023, or as otherwise mutually agreed between the City and Gardella. The Closing shall take place at the City's Law Department, 125 East Avenue, Norwalk, CT 06850.

4.0. Gardella Representations and Warranties. Gardella represents and warrants to the City as of the date hereof and as of closing as follows:

4.1. Organization. Gardella is a Limited Liability Company duly organized and validly existing under the laws of the Connecticut, and has full power and authority to carry on its current business and to own, use, and sell its assets and real properties.

4.2. Authority. Gardella has duly authorized the execution and delivery of this Agreement, and all agreements contemplated by this Agreement, to the City and the carrying out of its provisions, and the provisions of all agreements contemplated by this Agreement, and shall furnish the City duly certified copies of such authorizing resolutions confirming such authority, and further, that Gardella has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors.

4.3. Compliance. Neither the execution and delivery of this Agreement will result in a breach of any applicable statute or regulation, or of any administrative or court order or decree; nor will such compliance conflict with or result in the breach of any term, provision, covenant or condition of any agreement or other instrument to which Gardella is a party or by which it may be bound, or, which with the giving of notice or lapse of time, or both, constitute an event of default thereunder.

4.4. Litigation. That it has the financial resources to perform this Agreement and that no suit, action, or legal, administrative, arbitration, or other proceeding or governmental investigation is pending, or to Gardella's knowledge is threatened against Gardella or the Gardella Parcels, which might materially or adversely affect Gardella's financial condition, the conduct of Gardella's business, or Gardella's performance of this Agreement.

4.5. Effect of Agreement. The terms and conditions of this Agreement and all other instruments and agreements referenced herein to be delivered by Gardella to the City under the terms are valid, binding, and enforceable against Gardella in accordance with their terms, subject only to the applicable bankruptcy, moratorium, and other laws generally affecting the rights and remedies of creditors. Similarly, the terms and conditions of this Agreement and all other agreements referenced herein and to be delivered by the City to Gardella under the terms set forth therein are valid, binding and enforceable against the City in accordance with their terms, subject only to the applicable bankruptcy, moratorium and other laws generally affecting the rights and remedies of creditors.

4.6. Due Execution. That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind Gardella hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

4.7. Successor in Interest. That Gardella is the successor in interest to all the land benefited by the ROW and Restrictions in the Deed by which the Releasors conveyed Calf Pasture Beach to the City.

4.8. Representations and Warranties. No representation or warranty by Gardella in this Agreement or any documents provided hereunder contains or will contain any untrue statement or omits or will omit to state any material fact necessary to make the statements contained herein not misleading. All representations and warranties made by Gardella in this Agreement and all documents provided hereunder shall be true and correct as of the date of Closing with the same force and effect as if they had been made on and as of such date.

5.0. Conditions to City's Obligation. The City's obligations to complete the Closing under this Agreement are, at its option, subject to fulfillment by Gardella of each of the following conditions:

5.1. Gardella shall have complied with covenants, terms, and conditions of this Agreement on or before the date of the Closing.

5.2. All representations and warranties of Gardella contained in this Agreement shall be true in all material respects as of and at the date of the Closing with the same effect as if they had been made on and as of the date of Closing, except as otherwise contemplated or specifically permitted by the terms of hereof.

5.3. A Subordination Agreement, in form and substance satisfactory to the City, subordinating all mortgages encumbering the Gardella Parcels to the Deed Clarification Agreement.

5.4. Opinion Letter from Gardella's counsel, in form and substance satisfactory to the City and its Corporation Counsel, certifying that Gardella is the successor-in-interest to all the land benefited by the ROW and Restrictions in the Deed by which the Releasors conveyed Calf

Pasture Beach to the City, together with, title searches certified by Gardella's counsel confirming Gardella is the current owner of the Gardella Parcels and that Gardella is the successor-in-interest to all the land benefited by the ROW and Restrictions in the Deed by which the Releasors conveyed Calf Pasture Beach to the City as aforesaid.

5.5. Gardella shall not be in bankruptcy or similar proceedings.

5.6. Gardella shall not have assigned any of its rights under this Agreement.

6.0. Closing Obligations. At Closing, Gardella shall execute and deliver to the City the following:

6.1. The consideration set forth in Article 2.2 of this Agreement.

6.2. A duly executed and recordable original Deed Clarification Agreement and Declaration of Restrictive Covenant, in form and substance set forth in Exhibit 1 and Exhibit 2 hereto.

6.3. Certified copies of the organizational documents reasonably necessary for the City to confirm the authority of Gardella to enter into this Agreement, and whom is duly authorized to enter into this Agreement on behalf of Gardella, together with authorizing resolutions authorizing the due execution of this Agreement, in form and substance satisfactory to the City;

6.4. The duly executed and recordable original Subordination Agreement(s)

6.5. An Opinion Letter and certified Title Search in compliance with Article 5.4.

7.0. Construction Obligations.

7.1. Subject to and upon Closing, the City shall be obligated to reconstruct and reconfigure Calf Pasture Beach Extension to City Standards (defined below) as well as construct such other median and driveway extension thereto connecting Parcel 1, Parcel 2 and Parcel 3 to Calf Pasture Beach Extension (the "Work"), the scope of which is more particularly described on survey map entitled "City of Norwalk and Gardella Brothers Limited Partnership, Calf Pasture Beach, Norwalk, CT 06851, Easement Map (E-1)" dated September 25, 2023 prepared by Ahneman Kirby, LLC, Engineers Surveyors Planners, 1171 East Putnam Avenue, Riverside, CT 06878 (the "Map") as New Roadway, New Driveway No. 1, New Driveway No. 2, and New Driveway No. 3, a copy of said Map attached hereto as Exhibit 3. The City shall undertake commercially reasonable efforts to complete the aforementioned improvements by May 15, 2025 (the "Completion Date"). As used herein, "City Standards" means in accordance with the Roadway Standards Design Manual and Construction Details, City of Norwalk, Department of Public Works, dated May 1982, amended October 1991 and January 2017, and March 2021 " and the Standard Detail Drawings final approved revisions include in the dated March 2022, as said documents are subsequently amended from time to time.

7.2. In the event that the City does not substantially complete the Work by the Completion Date (or by the date of any mutual extension of such date) and is not diligently prosecuting the Work to completion after the passage thereof, then Gardella shall have the right to perform the Work upon not less than one hundred and sixty (60) days advance written notice to the City and within sixty (60) days after completion of said Work, Gardella shall be entitled to charge back to the City the reasonable costs incurred in completing the Work as follows: Up to \$100,000.00 of the consideration tendered pursuant to this Agreement and the remaining balance (if any) deducted as a set off against Gardella's share the maintenance costs of ROW pursuant to Section 5 of the Deed Clarification Agreement.

8.0. Relocation of a Driveway and Associated Median.

8.1. Gardella shall be permitted to relocate New Driveway No. 1, New Driveway No. 2, or New Driveway No. 3 upon approval of the Chief, such approval not to be unreasonably withheld, conditioned or delayed, subject however to the following conditions and limitations: (i) re-construction of applicable driveway(s) and associated median(s) (the "Relocation Construction Activities") shall be at Gardella's sole cost and expense; (ii) Gardella shall submit to the Chief full design plans (the "Relocation Plans") for the Relocation Construction Activities; (iii) the Relocation Plans shall be submitted within six (6) years of the Effective Date of this Agreement; (iv) Gardella shall agree to substantially complete the Relocation Construction Activities in accordance with the Relocation Plans within one (1) year from approval thereof by the Chief or within six (6) years of the Effective Date of this Agreement, whichever occurs first; and (vi) any other reasonable conditions imposed by the Chief in granting approval.

8.2. In the event that New Driveway No. 1, New Driveway No. 2, or New Driveway No. 3 is relocated pursuant to Section 8.0 of the Agreement, the Parties shall memorialize the new location of the same in a revised Map to the Deed Clarification Agreement.

8.3. Neither the provisions in this Section 8.0 nor any other provision(s) of this Agreement or the Deed Clarification Agreement shall be deemed to supplant or influence the roles of the City's Planning and Zoning Commission or other regulatory body, authority or official with respect to any aspect of any zoning or other application which may now hereinafter become necessary to complete the Work or Relocation Construction Activities, nor shall it in any way constitute a commentary on, or approval, any such application by the City's Planning and Zoning Commission, or other regulatory body, authority or official in such capacity.

9.0. Work Requirements. Any Party undertaking construction activities (i.e. the Work or Relocation Construction Activities) in the ROW (or any temporary easement granted pursuant to the Deed Clarification Agreement) pursuant to this Agreement shall: (i) undertake reasonable efforts to minimize interference by the activities with access and egress to and use of the Gardella Parcels or Calf Pasture Beach; (ii) perform the activities in a workmanlike manner in accordance with City Standards; (iii) diligently prosecute the activities to completion upon commencement thereof; (iv) comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, standards and rules; (v) only undertake such activities between October 15th and May 15th (the "Off Season"); and (iv) obtain all required permits and approval by any federal, state or local board or commission with jurisdiction over the construction activities.

10.0. Restoration. Upon completion of construction activities (i.e. the Work or Relocation Construction Activities) in the ROW (or any temporary easement granted pursuant to the Deed Clarification Agreement), the Party undertaking the construction activities shall the restore Calf Pasture Beach or the Gardella Parcels, as applicable, to substantially to the same condition said land was in prior to commencing said construction activities at that Parties sole cost and expense (except to the extent provided in Section 7.2).

11.0 Indemnification; Insurance; Bonds.

11.1. Gardella Indemnification. Gardella hereby expressly agrees to at all times indemnify and save harmless the City, and its respective officers, agents and employees, on account of any and all third-party demands, claims, damages, losses, litigation, financial costs and expenses (including reasonable counsel's fees) ("Claims") arising out of acts or omissions of Gardella (or that of its employees, agents, representative, subcontractors, or material suppliers) in performing construction activities (i.e. the Work or Relocation Construction Activities) on Calf Pasture Beach, except to the extent such Claims are caused by the City's negligence.

11.2. City Indemnification. The City hereby expressly agrees to at all times indemnify and save harmless Gardella, and its respective officers, agents and employees, on account of any and all third- party demands, claims, damages, losses, litigation, financial costs and expenses (including reasonable counsel's fees) ("Claims") arising out of acts or omissions of City (or that of its employees, agents, representative, subcontractors, or material suppliers) in performing construction activities (i.e. the Work or Relocation Construction Activities) on the Gardella Parcels within the temporary easements granted to the City under the Deed Clarification Agreement, except to the extent such Claims are caused by Gardella's negligence.

11.3. The provisions of Sections 11.1 and 11.2 shall be separate and independent of any other provision or requirement of this Agreement and shall not be limited by reason of any insurance coverage provided hereunder. These provisions shall survive the expiration or termination of any easement or easement rights hereunder.

11.4 Insurance.

11.3.1. Gardella Insurance Requirements. Prior to commencement of construction activities (i.e. the Work or Relocation Construction Activities) in the ROW by Gardella, Gardella shall (and shall cause its general contractor and material subcontractors to) obtain and maintain the insurance set for in Exhibit 4 attached hereto at Gardella's sole cost and expense with respect to such activities on Calf Pasture Beach.

11.3.1. City Insurance Requirements. Prior to commencement of construction activities (i.e. the Work or Relocation Construction Activities) on the Gardella Parcel within the temporary easements granted to the City under the Deed Clarification Agreement, the City shall (and shall cause its general contractor and material subcontractors to) obtain and maintain the insurance set for in Exhibit 4 attached hereto with respect at the City's sole cost and expense with respect to such activities within such temporary easements.

11.4. Performance and Payment Bond. Prior to commencement of construction activities (i.e. the Work or Relocation Construction Activities) in the ROW, Gardella shall deliver to the City a performance bond and labor and materials bond making the City a joint obligee thereunder. The amount of the said bonds shall be equal to the cost of the construction activities being undertaken in the ROW. All bonds shall be submitted to the office of the Grantee's Corporation Counsel for review and approval, such approval not to be unreasonable withheld, conditioned or delayed.

12.0. General Provisions.

12.1. Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") to the other Party in writing and address to the other Party at the addresses set forth below, or to such replacement address as any party shall provide to the other Party in accordance with this Section 9, by personal delivery, nationally recognized overnight courier or certified or registered mail, return receipt requested, postage prepaid. A Notice shall be deemed received (i) if by overnight courier, one (1) business day after the sending of such Notice, and (ii) if by certified or registered mail, return receipt requested, postage prepaid, five (5) business days after the sending of such Notice.

To Gardella: Gardella Brothers Limited Liability Company
48 Calf Pasture Beach Road
Norwalk, CT 06855
Attn: Elizabeth Gardella O'Connor

With a copy to:

To City: City of Norwalk
125 East Avenue
Norwalk, CT 06856
Attn: Honorable Harry Rilling, Mayor

With a copy to: Law Department
City of Norwalk
125 East Avenue
Norwalk, CT 06851
Attn: Corporation Counsel

12.2. Severance. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

12.3. Entire Agreement; Modification. This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by both Parties.

12.4. Non-waiver. No delay or failure by either Party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

12.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

12.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

12.7. Assignment. Except as may otherwise be expressly provided herein, neither Party may assign any right, obligation, or liability arising hereunder without the other Party's prior written consent prior to Closing. Any such assignment or attempted assignment shall be null and void.

12.7. Third-Party Beneficiaries. Except for their proper heirs, successors, and assigns, the Parties intend that no third party shall have any rights or claims by reason of this contract.

12.8. Headings. The section, subsection, paragraph and/or other headings of this Deed Clarification Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof. The word "include" or "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation."

12.9. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City of Norwalk and Gardella Brothers Limited Liability Company have caused the CPB ROW and Road Reconstruction and Maintenance Agreement to be signed and their seals affixed on the dates set forth below.

Signed, Sealed and Delivered
In the Presence of:

**GARDELLA BROTHERS LIMITED
LIABILITY COMPANY**

By: Gardella Properties, Inc., a Connecticut
corporation and its Managing Member

By: _____
Elizabeth Gardella O'Connor
Its President,
Duly Authorized

Witness: _____

Witness: _____

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss. _____, 202__

On this ____ day of _____ before me, _____, the undersigned officer, personally appeared Elizabeth Gardella O'Connor, who acknowledged herself to be the President of Gardella Properties, Inc., the Managing General Partner of Gardella Brothers Limited Liability Company, a liability company, and that she as such President of Gardella Properties, Inc., the Managing Partner of Gardella Brothers Limited Partnership, being authorized to do so, executed the foregoing instrument for Gardella Brothers Limited Liability Company by herself as President of Gardella Properties, Inc.

In witness whereof I hereunto set my hand

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the City of Norwalk and Gardella Brothers Limited Partnership have caused the CPB ROW and Road Reconstruction Agreement to be signed and their seals affixed on the dates set forth below.

Signed, Sealed and Delivered
In the Presence of:

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Witness:

Witness:

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss. _____, 2021

On this ____ day of _____ before me, _____,
the undersigned officer, personally appeared Harry W. Rilling, who acknowledged himself to be
the Mayor of the City of Norwalk, and that he as such officer being authorized to do so, executed
the foregoing instrument for the City of Norwalk as Mayor.

In witness whereof I hereunto set my hand

Notary Public
My Commission Expires:

Exhibit 1
Deed Clarification Agreement

DEED CLARIFICATION AGREEMENT

THIS DEED CLARIFICATION AGREEMENT ("Agreement") is made this ____ day of _____, 2023 (the "Effective Date"), between the CITY OF NORWALK, a Connecticut municipal corporation with an address at 125 East Avenue, Norwalk, CT 06851, acting herein by Harry W. Rilling, its Mayor, duly authorized (the "City"), and GARDELLA BROTHERS LIMITED LIABILITY COMPANY, a Connecticut limited liability company with an address at 48 Calf Pasture Beach Road, East Norwalk, CT 06855, acting herein by Elizabeth Gardella O'Connor, as President of Gardella Properties, Inc., the Managing General Partner of Gardella Brothers Limited Liability Company, duly authorized (the "Gardella"). Gardella and City hereinafter referred to collectively as the "Parties" and individually as "Party."

WITNESSETH

WHEREAS, Gardella is the record owner of certain parcels of land with improvements thereon known as 0 Calf Pasture Beach Road (referred to herein as, "Parcel 1"), 62 Calf Pasture Beach Road (referred to herein as, "Parcel 2-A"), 48 Calf Pasture Beach Road (referred to herein as, "Parcel 2-B"), and 50 Calf Pasture Beach Road (referred to herein as, "Parcel 3")(District 3, Block 75, Lots 1, 2, 3 and 17), in the City of Norwalk, County of Fairfield, State of Connecticut, said parcels being more particularly bounded and described in a certain deed dated December 28, 1998 and record in Volume 3680, Page 190 of the land records of the City of Norwalk (the "Norwalk Land Records"). The Parties agree that Parcel 2-A and Parcel 2-B (collectively referred to herein as, "Parcel 2") have legally merged into a single lot for zoning purposes as shown and depicted on a certain map titled, "Lot Line Adjustment Plan & Property Survey Plan (Lr-1)" dated August 18, 2021 revised September 27, 2023 prepared by VHB, which has been recorded on the Norwalk Land Records on _____, 2023 and assigned Map # _____. Parcel 1, Parcel 2 and Parcel 3 collectively referred to herein as the "Gardella Parcels";

WHEREAS, the City owns approximately 33.7± acres of real property adjacent to and abutting the Gardella Parcels known as "Calf Pasture Beach;"

WHEREAS, Calf Pasture Beach was acquired by the City by way of quitclaim deed dated August 7, 1922, recorded in Volume 177, Page 324 of the Norwalk Land Records (the "Deed");

WHEREAS, pursuant to said Deed, the releasors therein (the "Releasors") conveyed Calf Pasture Beach to the City with a certain reservation of right-of-way (the "ROW") benefiting the Gardella Parcels;

WHEREAS, pursuant to said Deed, the grantors' therein further conveyed Calf Pasture Beach to the City with certain restrictions and conditions (the "Restrictions") benefiting the Gardella Parcels and restricting the use of Calf Pasture Beach by the City, as more specifically set forth in the Deed;

WHEREAS, Gardella is successor in title to all the land benefited by the ROW and Restrictions in the Deed by which the Releasors conveyed Calf Pasture Beach to the City;

WHEREAS, ingress and egress to and from Calf Pasture Beach is over an approximately [<< _____ >>] mile roadway extension ("Calf Pasture Beach Extension") from Calf Pasture Beach Road, Norwalk, Connecticut ("Calf Pasture Beach Road");

WHEREAS, Calf Pasture Beach Extension has never been adopted by the City as a public road pursuant to applicable law;

WHEREAS, the Parties desire to recognize, clarify and agree to the location and scope of the ROW, and the maintenance and repair obligations of the Parties relative thereto;

WHEREAS, the Parties further desire to amend the restrictions and conditions benefiting the Gardella Parcels and restricting the use of Calf Pasture Beach by the City, as more specifically set forth in the Deed;

NOW, THEREFORE, for good and valuable consideration received to the full satisfaction of the Parties, and the other mutual covenants and promises contained herein, the Parties agree as follows:

1.0 Incorporation of Recitals. The Recital set forth herein above are incorporated into this Deed Clarification Agreement.

2.0 Scope. The Parties acknowledge and agree that the ROW is a perpetual non-exclusive ingress and egress easement granting Gardella, their heirs, successors, and assigns, a non-exclusive right of vehicular ingress and egress from Calf Pasture Beach Road to and from Parcel 1, Parcel 2 and Parcel 3, respectively.

3.0 Location. The Parties acknowledge and agree that Calf Pasture Beach Extension, as currently and historically configured, does not provide roadway access from Calf Pasture Beach Road to and from Parcel 1, Parcel 2 or Parcel 3. As such, the Parties have entered into a certain CPB ROW and Road Reconstruction Agreement dated _____, 202__ (the "Construction Agreement") wherein the City is obligated to perform certain improvements to Calf Pasture Beach Extension including reconfigurations of the road to City Standards, together with, certain median and driveway extension improvements thereto connecting Parcel 1, Parcel 2 and Parcel 3 to Calf Pasture Beach Extension to provide for vehicle ingress and egress to said parcels ("CPB Road Reconstruction and Reconfiguration Project"). As used herein, "City Standards" means in accordance with the Roadway Standards Design Manual and Construction Details, City of Norwalk, Department of Public Works, dated May 1982, amended October 1991 and January 2017, and March 2021 " and the Standard Detail Drawings final approved revisions include in the dated March 2022, as said documents are subsequently amended from time to time.

The Parties acknowledge and agree that the location of the ROW shall be over such portions of Calf Pasture Beach Extension, and the median and driveway extension improvements thereto, once reconstructed pursuant to the Construction Agreement and as more particularly set forth and described in a certain survey map entitled "City of Norwalk and Gardella Brothers Limited Partnership, Calf Pasture Beach, Norwalk, CT 06851, Easement Maps E-1" prepared by Ahneman Kirby, LLC, Engineers Surveyors Planners, 1171 East Putnam Avenue, Riverside, CT

06878 dated September 25, 2023 and recorded on the Norwalk Land Records as Map No. _____ (the "Map") as "Access Easement Area", a copy said Map being attached hereto as Schedule A.

Notwithstanding the foregoing, the City reserves the right to otherwise relocate Calf Pasture Beach Extension now and in the future upon 90 days written notice to Gardella, in which case the ROW shall be located over Calf Pasture Beach Extension as relocated; provided however, that the City shall extend and/or relocate the aforementioned median and driveway extension improvements such that: (i) functionally equivalent vehicular access over the ROW to and from Calf Pasture Beach Road and Parcel 1, Parcel 2 and Parcel 3, respectively, is maintained; and (ii) Calf Pasture Beach Extension shall not be less than ten (10) feet from the Gardella Parcels where said parcels share a common boundary line with Calf Pasture Beach. Notwithstanding the foregoing, the City reserves the right to make ancillary improvements to Calf Pasture Beach Extension within ten (10) feet from the Gardella Parcels.

The Parties acknowledge and agree that the Gardella contributed **ONE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$100,000.00)** toward the CPB Road Reconstruction and Reconfiguration Project, and that all additional costs to complete said project shall be the responsibility of the City.

4.0 Restrictions.

4.1. The following restrictions and conditions in the Deed by which the Releasors conveyed Calf Pasture Beach to the City subject to are hereby deleted and rendered void and unenforceable:

That no manufacturing, wholesale or retail business or commercial enterprise of any kind shall ever be permitted or allowed to be conducted on said premises, except as hereinafter provided. That no garbage or refuse or any other thing which may or shall constitute a nuisance shall be permitted or allowed to be placed, deposited or dumped on said premises. That no carousal or merry-go-round, shooting gallery, so-called, or other amusement apparatus or noise-producing device shall ever be located or allowed or permitted to be used on said premises. That no tenting or camping shall ever be allowed or permitted on said premises. That proper buildings for dressing rooms for bathers and suitable rooms in which refreshments may be offered for sale, sold and consumed, shall be erected only at the Southerly end of the premises hereby conveyed, and that no small buildings or individual bathing houses shall ever be erected by said City or allowed or permitted by said City to be erected by individuals on said premises. That if any portion of said park be permitted to be used for baseball, football, or other athletics or sports, the same shall be confined to that portion of said park which lies Southerly of the middle line of said park measuring the same from North to South, the said middle line being a straight line drawn East and West; but no professional games, games of chance or gambling shall ever be allowed on said premises.

4.2. The Deed is hereby amended to change the clause therein which states "for park purposes only, and as hereafter restricted, said park to be used by the residents of said City for rest, recreation and bathing," to read as follows "for park purposes only, said park to be used by the residents and non-residents of said City for rest, recreation and bathing, and any and all other uses associated with or accessory to a park or other land set aside for public recreational use,"

5.0 Maintenance, Repair and other Construction Activities in the ROW.

5.1. Except as otherwise agreed by the Parties in writing or approved by the City's Chief of Operations and Public Works (the "Chief"), such approval not to be unreasonably withheld, conditioned or delayed, all construction activities in the ROW, including such constructions activities required by the Construction Agreement and/or subsequent maintenance and repairs within the ROW required hereunder, shall be performed exclusively by the City. Gardella hereby grants the City a temporary construction easement upon, over and under certain portions of the Gardella Parcels identified in the Map as Maintenance Easement Area No. 1, Maintenance Easement Area No. 2, and Maintenance Easement Area No. 3 (collectively, the "Temporary Maintenance Easements"), solely for the purposes of and as reasonably necessary for the City to perform the aforementioned construction and maintenance activities in and to the ROW.

5.2. The City shall make commercially reasonable efforts to maintain and repair the ROW, but in no event to lesser frequency than it generally maintains and repairs Calf Pasture Beach Extension as a whole. Gardella shall be responsible for **FIFTY PERCENT (50%)** of the commercially reasonable costs of maintaining and repairing the ROW as reasonably determined by the City. The City shall notify Gardella of its projected share of the annual maintenance and repair costs to the ROW by January 1st of each year. Gardella shall tender its project share of the annual maintenance and repair costs to the City within ninety (90) days of said notice. Any differences between the Gardella's projected share of said annual maintenance and repair costs and the actually costs incurred by the City shall be reconciled by the Parties by December 31st of each year.

5.3. In the event that the City fails to maintain the ROW in accordance with Section 5.2, Gardella may, starting on the tenth anniversary of the date of this Agreement is recorded, undertake repair and maintenance of ROW, and its costs so incurred shall be credited against Gardella's future obligation to reimburse the City for maintenance costs provided: Before undertaking any such repair and maintenance of Calf Pasture Beach Road Extension, (i) Gardella shall provide one hundred and eighty (180) days advance written notice to the City (the "Cure Period") describing the aspects of ROW that require repair or maintenance and opportunity for the City to perform such maintenance and repair, and (ii) if the City has commenced such maintenance and repairs within the Cure Period and is diligently prosecuting the same to completion, Gardella shall not undertake any such repairs and maintenance so long as the City continues to diligently prosecute the same to completion.

6.0 Construction and Maintenance Standards. In undertaking construction or maintenance activities in connection with the ROW, whether in the ROW, Temporary Maintenance Easements, or the lands surrounding the ROW or Temporary Maintenance

Easements, the Party undertaking such activities shall: (i) use reasonably efforts to minimize interference by the activities with access, egress and use of Calf Pasture Beach and the Gardella Parcels; (ii) perform such activities in a workman-like manner in accordance with the City Standards; (iii) diligently prosecute the activities to substantial completion upon commencement thereof; (iv) perform the activities in compliance with all applicable federal, state and local laws, statutes, ordinances, regulations, standards and rules; (v) only undertake such activities between October 15th and May 15th (the "Off Season"); and (vi) obtain all required permits and approval by any federal, state or local board or commission with jurisdiction over the construction activities.

7.0 Restoration. Upon completion of construction or maintenance activities in the ROW or Temporary Maintenance Easements, as applicable, the Party undertaking the construction or maintenance activities shall, at that Parties sole cost and expense, restore any damage to Calf Pasture Beach or the Gardella Parcels, as applicable, caused by such activities to substantially to the same condition said land was in prior to commencing said construction or maintenance activities.

8.0 Indemnification; Insurance; Bonds.

8.1. Gardella Indemnification. Gardella hereby expressly agrees to at all times indemnify and save harmless the City, and its respective officers, agents and employees, on account of any and all third-party demands, claims, damages, losses, litigation, financial costs and expenses (including reasonable counsel's fees) ("Claims") arising out of acts or omissions of Gardella (or that of its employees, agents, representative, subcontractors, or material suppliers) in undertaking construction or maintenance activities in the ROW, except to the extent such Claims are caused by the City's negligence.

8.2. City Indemnification. The City hereby expressly agrees to at all times indemnify and save harmless Gardella, and its respective officers, agents and employees, on account of any and all third- party demands, claims, damages, losses, litigation, financial costs and expenses (including reasonable counsel's fees) ("Claims") arising out of acts or omissions of City (or that of its employees, agents, representative, subcontractors, or material suppliers) in performing construction or maintenance activities in the Temporary Maintenance Easements, except to the extent such Claims are caused by Gardella's negligence.

8.3. The provisions of Sections 8.1 and 8.2 shall be separate and independent of any other provision or requirement of this Agreement and shall not be limited by reason of any insurance coverage provided hereunder. Said provisions shall survive the expiration or termination of any easement or easement rights hereunder.

8.4 Insurance.

8.4.1. Gardella Insurance Requirements: Prior to commencement of construction or maintenance activities in the ROW by Gardella, Gardella shall (and shall cause its general contractor and material subcontractors to) obtain and maintain the insurance set for in Schedule B attached hereto at Gardella's sole cost and expense with respect to such activities on Calf Pasture Beach.

8.4.2. City Insurance Requirements: Prior to commencement of construction or maintenance activities in the Temporary Maintenance Easements by the City, the City shall (and shall cause its general contractor and material subcontractors to) obtain and maintain the insurance set for in Schedule B attached hereto with respect at the City's sole cost and expense with respect to such activities won the Gardella Parcels.

8.5. Performance and Payment Bond. Prior to commencement of construction or maintenance activities in the ROW, Gardella shall deliver to the City a performance bond and labor and materials bond making the City a joint obligee thereunder. The amount of the said bonds shall be equal to the cost of the construction or maintenance activities being undertaken in the ROW. All bonds shall be submitted to the office of the Grantee's Corporation Counsel for review and approval, such approval not to be unreasonable withheld, conditioned or delayed.

9.0. [RESERVED]

10.0 Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Deed Clarification Agreement (each, a "Notice") to the other Party in writing and address to the other Party at the addresses set forth below, or to such replacement address as any party shall provide to the other Party in accordance with this Section 7, by personal delivery, nationally recognized overnight courier or certified or registered mail, return receipt requested, postage prepaid. A Notice shall be deemed received (i) if by overnight courier, one (1) business day after the sending of such Notice, and (ii) if by certified or registered mail, return receipt requested, postage prepaid, five (5) business days after the sending of such Notice.

To Gardella: Gardella Brothers Limited Liability Company
48 Calf Pasture Beach Road
Norwalk, CT 06855
Attn: Elizabeth Gardella O'Connor

With a copy to:

To City: City of Norwalk
125 East Avenue
Norwalk, CT 06856
Attn: Honorable Harry Rilling, Mayor

With a copy to: Law Department
City of Norwalk
125 East Avenue
Norwalk, CT 06851
Attn: Corporation Counsel

11.0 Covenants Running with the Land. The rights and obligations set forth in this Agreement shall be covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.

12.0 Recording. The Parties agree that this Agreement shall be recorded in the Norwalk Land Records .

13.0 Headings. The section, subsection, paragraph and/or other headings of this Deed Clarification Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof. The word "include" or "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation."

14.0 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the City of Norwalk and Gardella Brothers Limited Liability Company have caused this Agreement to be signed and their seals affixed on the dates set forth below.

Signed, Sealed and Delivered
In the Presence of:

**GARDELLA BROTHERS LIMITED
LIABILITY COMPANY**

By: Gardella Properties, Inc., a Connecticut
corporation and its Managing Member

By: _____
Elizabeth Gardella O'Connor
Its President
Duly Authorized

Witness: _____

Witness: _____

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss. _____, 202__

On this ____ day of _____ before me, _____,
the undersigned officer, personally appeared Elizabeth Gardella O'Connor, who acknowledged
herself to be the President of Gardella Properties, Inc., the Managing General Partner of Gardella
Brothers Limited Liability Company, a Limited Liability Company, and that she as such
President of Gardella Properties, Inc., the Managing Partner of Gardella Brothers Limited
Liability Company, being authorized to do so, executed the foregoing instrument for Gardella
Brothers Limited Liability Company by herself as President of Gardella Properties, Inc.

In witness whereof I hereunto set my hand

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the City of Norwalk and Gardella Brothers Limited Partnership have caused the Agreement to be signed and their seals affixed on the dates set forth below.

Signed, Sealed and Delivered
In the Presence of:

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Witness:

Witness:

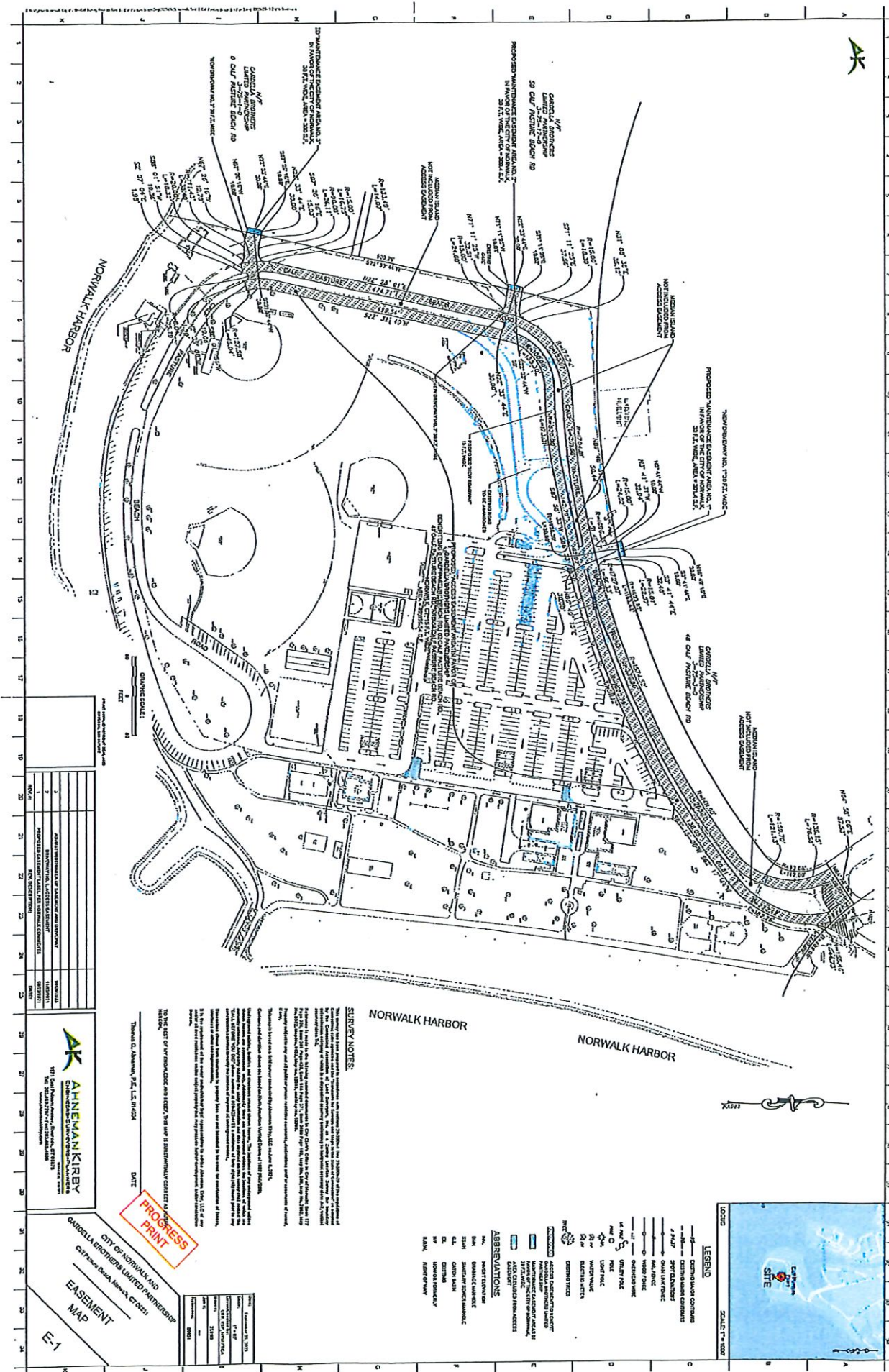
STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss. _____, 202__

On this ____ day of _____ before me, _____,
the undersigned officer, personally appeared Harry W. Rilling, who acknowledged himself to be
the Mayor of the City of Norwalk, and that he as such officer being authorized to do so, executed
the foregoing instrument for the City of Norwalk as Mayor.

In witness whereof I hereunto set my hand

Notary Public
My Commission Expires:

Schedule A
Map



Schedule B
Insurance Rider

Prior to commencement of construction or maintenance activities in the ROW and/or Temporary Maintenance Easements, as applicable, the Party performing such activities shall, and shall cause its general contractor and material subcontractors working within the ROW or Temporary Maintenance Easements to, as applicable, obtain and maintain the insurance set forth below at that Party's sole cost and expense. The insurance obligations hereunder shall be the minimum insurance coverage requirements and/or limits and shall not be deemed to be a limitation on liability.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: To the extent required by law, with respect to all operations the Party performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Party performs it shall carry Commercial General Liability insurance providing for a total limit of Two Million Dollars (\$2,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Four Million Dollars (\$4,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Party shall carry Automobile Liability insurance providing Two Million Dollars (\$2,000,000) coverage per accident for bodily injury and property damage.

Additional Requirements:

Umbrella/Excess Liability: With respect to all operations the Party performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Acceptability of Insurers: The Party's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the Grantor.

Subcontractors: The Party shall require all its general contractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the other Party in accordance with the notice provision of the Agreement.

Aggregate Limits: Any aggregate limits must be declared by the Party. It is agreed that the Party shall notify the other Party whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Party agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Party.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared by Gardella and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Party to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the other Party. Notwithstanding this requirement, the Party is primarily responsible for providing such written notice to the other Party thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change, the Party shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the other Party.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Gardella and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: For all insurance coverage (except Workers' Compensation) required hereunder, the Party shall include the other Party as an additional insured with respect to the construction and maintenance activities to be performed by the Party under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Party shall furnish Certificates of Insurance to other Party thirty (30) days in advance of undertaking any construction or maintenance activities under this Agreement. The Certificates will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration.

Waiver of Subrogation: The Party hereby waives the right to subrogate or seek recovery from the other Party and its insurance carriers.

Exhibit 2
Declaration of Restrictive Covenant

DECLARATION OF RESTRICTIVE COVENANT

This **DECLARATION OF RESTRICTIVE COVENANT** (the "**Declaration**") is made as of this ____ day of _____, 2021 by **CITY OF NORWALK** (the "**City**") , a municipal corporation organized and existing under the laws of the State of Connecticut with offices located at 125 East Avenue, Norwalk, CT 06851, acting by its Mayor, Harry W. Rilling, duly authorized, and **GARDELLA BROTHERS LIMITED LIABILITY COMPANY**, a Connecticut limited company with an address at 48 Calf Pasture Beach Road, East Norwalk, CT 06855, acting herein by Elizabeth Gardella O'Connor, as President of Gardella Properties, Inc., the Managing General Partner of Gardella Brothers Limited Liability Company, duly authorized (the "**Gardella**"). The City and Gardella sometimes referred to herein collectively as the "**Parties**" individually as the "**Party**."

WITNESSETH:

WHEREAS, Gardella is the record owner of certain parcels of land with improvements thereon known as 0 Calf Pasture Beach Road (referred to herein as, "**Parcel 1**"), 62 Calf Pasture Beach Road (referred to herein as, "**Parcel 2-A**"), 48 Calf Pasture Beach Road (referred to herein as, "**Parcel 2-B**"), and 50 Calf Pasture Beach Road (referred to herein as, "**Parcel 3**") (a/k/a as District 3, Block 75, Lots 1, 2, 3 and 17), in the City of Norwalk, County of Fairfield, State of Connecticut, said parcels being more particularly bounded and described in a certain deed dated December 28, 1998 and recorded in Volume 3680, Page 190 of the land records of the City of Norwalk (the "**Norwalk Land Records**"). The Parties agree that Parcel 2-A and Parcel 2-B (collectively referred to herein as, "**Parcel 2**") have legally merged into a single lot for zoning purposes, as shown and depicted on a certain map titled, "**Lot Line Adjustment Plan & Property Survey Plan (Lr-1)**" dated August 18, 2021 revised September 27, 2023 prepared by VHB which map has been recorded on _____, 2023 on the Norwalk Land Records and assigned Map # _____. Parcel 1, Parcel 2 and Parcel 3 are hereinafter referred to collectively as the "**Gardella Parcels**";

WHEREAS, the City owns approximately 33.7+/- acres of real property adjacent to and abutting the Gardella Parcels known as "**Calf Pasture Beach**";

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the Parties hereby agree as follows:

1. **Restrictive Covenant**. Except as provided in Section 2 below, the Area Subject to Restrictive Covenant (defined below) shall at all times for six (6) consecutive years after the date of this Declaration of Restrictive Covenant first set forth above (the "**Restriction Period**") shall not be improved by the City in a manner that would prevent the construction of public sidewalks, bike paths, or undergrounding of electrical, water or sewerage utilities within the Area Subject to Restrictive Covenant. As used herein, the term "**Area Subject to Restrictive Covenant**" shall mean the portion of Calf Pasture Beach identified Area Subject to Restrictive Covenant more particular

described in a certain survey map entitled "City of Norwalk and Gardella Brothers Limited Partnership, Calf Pasture Beach, Norwalk, CT 06851, Restriction Map (R-1)" dated September 26, 2023 prepared by Ahneman Kirby, LLC, Engineers Surveyors Planners, 1171 East Putnam Avenue, Riverside, CT 06878 dated _____, _____, a copy of which is attached hereto as Schedule A.

2. New or Existing Utilities. Nothing herein shall be deemed to prevent in any way whatsoever, the construction, location or relocation of new or existing utilities and related infrastructure, including electrical, water or sewerage utilities, within the Area Subject to Restrictive Covenant.

3. Termination. Immediate following the end the Restrictive Period, the restrictions on the Area Subject to Restrictive Covenant shall automatically terminate.

4. Governing Law. It is the intention of the Parties and it is expressly understood that this Restrictive Use Covenant and the rights hereto are expressly governed by and are to be enforced in accordance with the laws of the State of Connecticut.

5. Notices. All notices, requests or demand to or upon a party to this Agreement shall be given or made by the other party hereto in writing and shall be sent certified mail, postage prepaid, return receipt requested, addressed to the addressee at the address set forth below.

To the City: Director of the Department of Public Works
P.O. Box 5125
125 East Avenue
Norwalk, CT 06856

With a copy to: Corporation Counsel, City of Norwalk
P.O. Box 798
125 East Avenue
Norwalk, CT 06856

To Gardella: _____

With a copy to: _____

No other method of giving any notice, request or demand is hereby precluded provided such shall not be deemed given until such notice is actually received at the address of the addressee.

6 Covenants Running with the Land. The rights and obligations set forth in this Declaration of Restrictive Covenant shall be covenants that run with the land and shall inure to the

benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.

7. Recording. The Parties agree that this Agreement shall be recorded in the Norwalk Land Records.

8. Severability. Any provision in this Declaration of Easements that is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The failure by either Party to enforce against the other any term or provision of this Declaration of Restrictive Covenant shall not be deemed to be a waiver of such Party's right to enforce against the other Party by the same or any other such term or provision in the future.

9. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties executed this Declaration of Restrictive Covenant as of the date first above written.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the City of Norwalk and Gardella Brothers Limited Liability Company have caused this Agreement to be signed and their seals affixed on the dates set forth below.

Signed, Sealed and Delivered
In the Presence of:

**GARDELLA BROTHERS LIMITED
LIABILITY COMPANY**

By: Gardella Properties, Inc., a Connecticut
corporation and its Managing Member

By: _____
Elizabeth Gardella O'Connor
Its President
Duly Authorized

Witness: _____

Witness: _____

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss. _____, 202__

On this ____ day of _____ before me, _____,
the undersigned officer, personally appeared Elizabeth Gardella O'Connor, who acknowledged
herself to be the President of Gardella Properties, Inc., the Managing General Partner of Gardella
Brothers Limited Liability Company, a Limited Liability Company, and that she as such
President of Gardella Properties, Inc., the Managing Partner of Gardella Brothers Limited
Liability Company, being authorized to do so, executed the foregoing instrument for Gardella
Brothers Limited Liability Company by herself as President of Gardella Properties, Inc.

In witness whereof I hereunto set my hand

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the City of Norwalk and Gardella Brothers Limited Partnership have caused the Agreement to be signed and their seals affixed on the dates set forth below.

Signed, Sealed and Delivered
In the Presence of:

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Witness:

Witness:

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss. _____, 202__

On this ____ day of _____ before me, _____,
the undersigned officer, personally appeared Harry W. Rilling, who acknowledged himself to be
the Mayor of the City of Norwalk, and that he as such officer being authorized to do so, executed
the foregoing instrument for the City of Norwalk as Mayor.

In witness whereof I hereunto set my hand

Notary Public
My Commission Expires:

Schedule A
Area Subject to Restrictive Covenant

Exhibit 3
Map

Exhibit 4
Insurance Rider

Prior to commencement of construction or maintenance activities in the ROW and/or Temporary Maintenance Easements, as applicable, the Party performing such activities shall, and shall cause its general contractor and material subcontractors working within the ROW or Temporary Maintenance Easements to, as applicable, obtain and maintain the insurance set forth below at that Party's sole cost and expense. The insurance obligations hereunder shall be the minimum insurance coverage requirements and/or limits and shall not be deemed to be a limitation on liability.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: To the extent required by law, with respect to all operations the Party performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Party performs it shall carry Commercial General Liability insurance providing for a total limit of Two Million Dollars (\$2,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Four Million Dollars (\$4,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Party shall carry Automobile Liability insurance providing Two Million Dollars (\$2,000,000) coverage per accident for bodily injury and property damage.

Additional Requirements:

Umbrella/Excess Liability: With respect to all operations the Party performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Acceptability of Insurers: The Party's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the Grantor.

Subcontractors: The Party shall require all its general contractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the other Party in accordance with the notice provision of the Agreement.

Aggregate Limits: Any aggregate limits must be declared by the Party. It is agreed that the Party shall notify the other Party whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Party agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Party.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared by Gardella and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Party to pay and/or to indemnify.

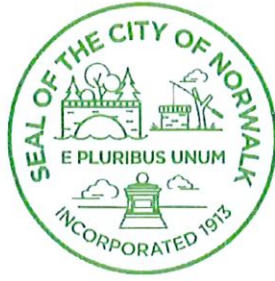
Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the other Party. Notwithstanding this requirement, the Party is primarily responsible for providing such written notice to the other Party thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change, the Party shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the other Party.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Gardella and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: For all insurance coverage (except Workers' Compensation) required hereunder, the Party shall include the other Party as an additional insured with respect to the construction and maintenance activities to be performed by the Party under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Party shall furnish Certificates of Insurance to other Party thirty (30) days in advance of undertaking any construction or maintenance activities under this Agreement. The Certificates will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration.

Waiver of Subrogation: The Party hereby waives the right to subrogate or seek recovery from the other Party and its insurance carriers.



Contract Staff Summary

Department/Staff Contact	Department of Public Works – Division of Engineering Vanessa Valadares – 203-854-7902
Common Council Committee	Public Works Committee
Date Approved by Committee	
Purpose/Scope	Water Supply Consumption Agreement <i>Data Sharing Confidentiality Agreement</i>
Vendor (Indicate if new or existing vendor)	First District Water Department / WPCA
Term of Contract	As required to complete project
Method of Procurement (Indicate if sole source)	
Cost of Contract	n/a
Funding Source/Account Number	n/a
Additional Information/Other Details	

MEMORANDUM

From: Darin L. Callahan

To: Members of the Common Council

Cc: Vanessa Valadares
Ralph Kolb

Date: October 3, 2023

Re: Data Sharing Confidentiality Agreement

.....

Dear DPW Committee Members:

I have been working with DPW's Chief of Operations and Public Works (Vanessa Valadares) and Senior Environmental Engineer (Ralph Kolb) on the following cooperation agreement with the First Taxing District (the "FTD") which is being brought before you for consideration for approval:

I. Data Sharing Agreement

The WPCA has historically billed sanitary system users on a consumption basis using estimated user consumption. We have worked cooperatively with the FTD to prepare an agreement pursuant to Conn. Gen. Stat. §§ 7-245 through 7-273 (the "Municipal Sewer Systems Act"), which allows the FTD to share actual user data. This will allow the WPCA to bill individual users on actual consumption. Specifically, the Agreement allows the FTD to provide supply water consumption data of individual customers of the FTD, including total metered gallons, service address, owner's name, account number, and account type (the "Data"). Generally speaking, the agreement is a confidentiality agreement limiting use of the Data provided thereunder for WPCA billing purposes. The fee for obtaining Data is the same fee the FTD charges for commercial properties which are not subject to the same privacy laws. Because the data subject to confidentiality will need to be handle by certain City employee in light of our current billing practices, both the WCPA and the City need to be parties to the agreement.

Proposed Authorization:

AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL AGREEMENTS AND OTHER DOCUMENTS NECESSARY TO ENTER INTO A DATA SHARING CONFIDENTIALITY AGREEMENT WITH THE FIRST TAXING DISTRICT (THE "FTD") WHEREBY THE FTD WILL PROVIDE THE WPCA SUPPLY WATER CONSUMPTION DATA OF THE INDIVIDUAL CUSTOMERS OF THE FTD, INCLUDING TOTAL METERED GALLONS, SERVICE ADDRESS, OWNER'S NAME, ACCOUNT NUMBER, AND ACCOUNT TYPE.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FIRST TAXING DISTRICT OF THE CITY OF NORWALK
AND
THE WATER POLLUTION CONTROL AUTHORITY OF THE CITY OF
NORWALK**

I. INTRODUCTION

THIS MEMORANDUM OF AGREEMENT (“Agreement”), dated September _____, 2023, is by and between **The First Taxing District of the City of Norwalk** (“FTD”), a municipal corporate entity established by a Special Act of the Connecticut Legislature with its offices at 12 New Canaan Avenue, Norwalk, CT, and the **City of Norwalk**, a municipal corporation organized and existing under the law of the State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized (the “City”) and the **Norwalk Water Pollution Control Authority**, a statutory governmental authority existing by Ordinance of the Common Council of the City and Conn. Gen. Stat. § 7-203, acting herein by Darren Oustafine, its Chairman, duly authorized (the “WPCA”). The FTD, City and the WPCA may sometimes hereafter be referred to individually as a “Party” or jointly as “Parties.”

II. PREAMBLES

WHEREAS, the FTD is, in part, a municipal water utility, which is authorized and empowered to manage the healthy, safe, and legally compliant water supply system in Norwalk;

WHEREAS, the FTD, pursuant to Special Act and City Charter has the exclusive right and privilege to provide and sell water by means of reservoirs, conduits, and pipes with the limits of the City of Norwalk;

WHEREAS, the WPCA, by Statute and City Ordinance has the exclusive right to construct, reconstruct, operate and maintain the sewerage system for the City of Norwalk;

WHEREAS, the WPCA, pursuant to City Ordinance Section 113-13, has the exclusive right to charge for sewerage system use for residential, commercial, nonresidential, industrial, municipal and institutional users and such charges “shall reflect the proportional distribution of all costs among all users”;

WHEREAS, the FTD owns water meters that collect water consumption data for all of its customers in the City of Norwalk;

WHEREAS, the WPCA has represented to the FTD that this water consumption data would provide assistance to the WPCA in discharging their duties pursuant to City Ordinance

Section 113-13, to wit, charging the WPCA customers for a proportionate share of the costs to maintain and operate a sewerage system based on water usage;

WHEREAS, the WPCA has represented to the FTD that it can provide certain assurances that any customer billing or water consumption data provided to it shall remain protected from any disclosure, intentional or not, to any person or entity outside of the WPCA without the express written permission of the FTD;

WHEREAS, CGS 7-258(a) provides that for purpose of collecting [sewer use] charges any municipality may enter into an agreement with any water company or municipal water department furnishing water in such municipality for the purchase from such water company or municipal water department of information or services . . . Any water company or municipal water department may enter into and fulfill any such agreements . . .

NOW THEREFORE, in light of the foregoing, and by mutual execution of this Agreement, the Parties agree to the terms and conditions set forth below.

III. THE INFORMATION

- A. The FTD agrees to supply water consumption data of the individual customers of the FTD, including total metered gallons, service address, owner's name, account number, and account type ("Information") to the WPCA.
- B. The Information will be provided on an annual basis during the month of March.

IV. THE TERMS

- A. Pursuant to Conn. Gen. Stat. 16-262c(e), the WPCA and the City acknowledges that the Information shared under this Agreement is regarded as confidential information. The WPCA agrees to maintain confidentiality of all Information and provide access to its staff on a need to know basis, and without obtaining the written consent of the District, it shall not disclose such Information to any third-parties, except for (1) the information that the WPCA or the City is under the obligation to disclose pursuant to applicable laws, orders of the court or other government authorities; (2) is required to be disclosed by the WPCA or the City to its auditors, outside counsel, or other professionals in the normal course of its operations, provided that, such third-parties shall be informed of and shall be bound by the confidentiality obligations similar to those set forth in this Section, or (3) to the individual customer of the FTD to the extent that the water consumption shared is the data for that individual customer. The WPCA and the City acknowledge that the data is not subject to divulgence or release under the Freedom of Information Act. This Section shall survive the termination of this Agreement for any reason.
- B. The WPCA and the City will employ commercially reasonable technology to prevent unauthorized access to, copying or viewing of the Information.

- C. The FTD charged the Norwalk WPCA \$5.76 per individual account for the Information in calendar year 2022, each subsequent year that rate shall be increased by the “district rate increase” which is an amount determined by the FTD as part of their annual budgetary process in order to ensure that the water revenue charged to its electors covers its expenditures.
- D. The FTD cautions the WPCA that errors and or discrepancies may occur in the some of the Information and the FTD is not responsible for any such errors or discrepancies.
- E. The Information provided to the WPCA shall remain the property of the FTD and the WPCA and the City are not authorized to sell, publish or disseminate the Information to anyone, other than those listed in this Agreement.
- F. The WPCA will indemnify, defend and hold the FTD, its agents and employees harmless from any and all third-party claims, liabilities, actions, proceedings, debts, judgments, awards, damages or expenses (include reasonable attorney’s fees)(collectively, “Claims”) arising from, connected with, or related to the WPCA’s performance of this Agreement, except to the extent such Claims are caused by the negligent, willful or wanton acts or omission of FTD.

V. GENERAL PROVISIONS

- A. The FTD, City and the WPCA each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. Neither Party shall assign or transfer any interest in this Agreement without the prior written approval of the other Party.
- B. If any provision of this Agreement is held invalid, the remaining provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.
- C. No change or modification of this Agreement shall be valid unless it is in writing and executed by all Parties to this Agreement.
- D. This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the parties and no amendment will be effective unless signed by both parties.

VI. PRINCIPAL CONTACTS

All notices of any nature referred to in this Agreement shall be in writing and sent my registered mail to:

The First Taxing District of the City of Norwalk

Eleanor M. Militana
General Manager
12 New Canaan Avenue
Norwalk, CT 06851
Direct Dial Telephone Number: (203) 229-7264

The Water Pollution Control Authority of the City of Norwalk

Ralph Kolb, P.E.
Sr. Environmental Engineer
15 South Smith Street
Norwalk, CT 06855
Direct Dial Telephone Number: (203) 854-3242

With copy to: Darin Callahan, Assistant Corporation Counsel
City Hall
125 East Ave.
Norwalk, CT 06851
Direct Dial: (203) 854-7915

Such Principal Contacts may be changed in writing from time to time by their respective organizations. Both parties hereby agree to keep the other informed of any changes or updates to information regarding Principal Contacts.

VII. EFFECTIVE DATES AND AMENDMENTS

This Agreement shall take effect upon signing by both Parties (the "Effective Date") and shall remain in effect until terminated by either party.

Either party may terminate this Agreement for convenience by providing thirty (30) days advanced written notice to the other party.

The provisions of this Agreement may only be amended or waived by mutual written agreement by both Parties.

The individuals signing this Agreement on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this Agreement shall have been duly executed by the entity each represents.

THE FIRST TAXING DISTRICT OF
THE CITY OF NORWALK,

By: _____
Eleanor M. Militana, General Manager,
Duly Authorized

Witness Date

Witness Date

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor, Duly Authorized

Witness Date

Witness Date

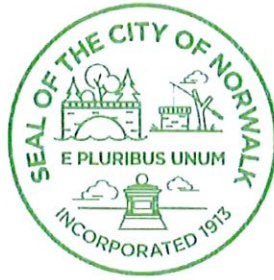
THE CITY OF NORWALK, acting
through its WATER POLLUTION
CONTROL AUTHORITY

By: _____
Darren Oustafine, Its Chairman,
Duly Authorized

Witness Date

Witness Date

By: _____



Contract Staff Summary

Department/Staff Contact	Department of Public Works – Division of Engineering Vanessa Valadares – 203-854-7902
Common Council Committee	Public Works Committee
Date Approved by Committee	
Purpose/Scope	A Right of Entry and Access License with ConnDOT for the temporary installation, maintenance and operation of a variable messaging sign for marine users at the following locations in connection with the Walk Bridge Replacement Project
Vendor (Indicate if new or existing vendor)	DOT
Term of Contract	As required to complete project
Method of Procurement (Indicate if sole source)	
Cost of Contract	n/a
Funding Source/Account Number	n/a
Additional Information/Other Details	

The Department of Transportation
Bureau of Engineering and Construction
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546

TO WHOM IT MAY CONCERN:

The City of Norwalk grants permission to the Department of Transportation, Bureau of Engineering and Construction, and its agent(s) to enter upon the properties and locations identified as location No. 2 & 3 on the attached plan titled MARINE TRAFFIC AID PLAN, DRAWING NO. MP-100, for the purpose of Installing variable message signs for maritime users.

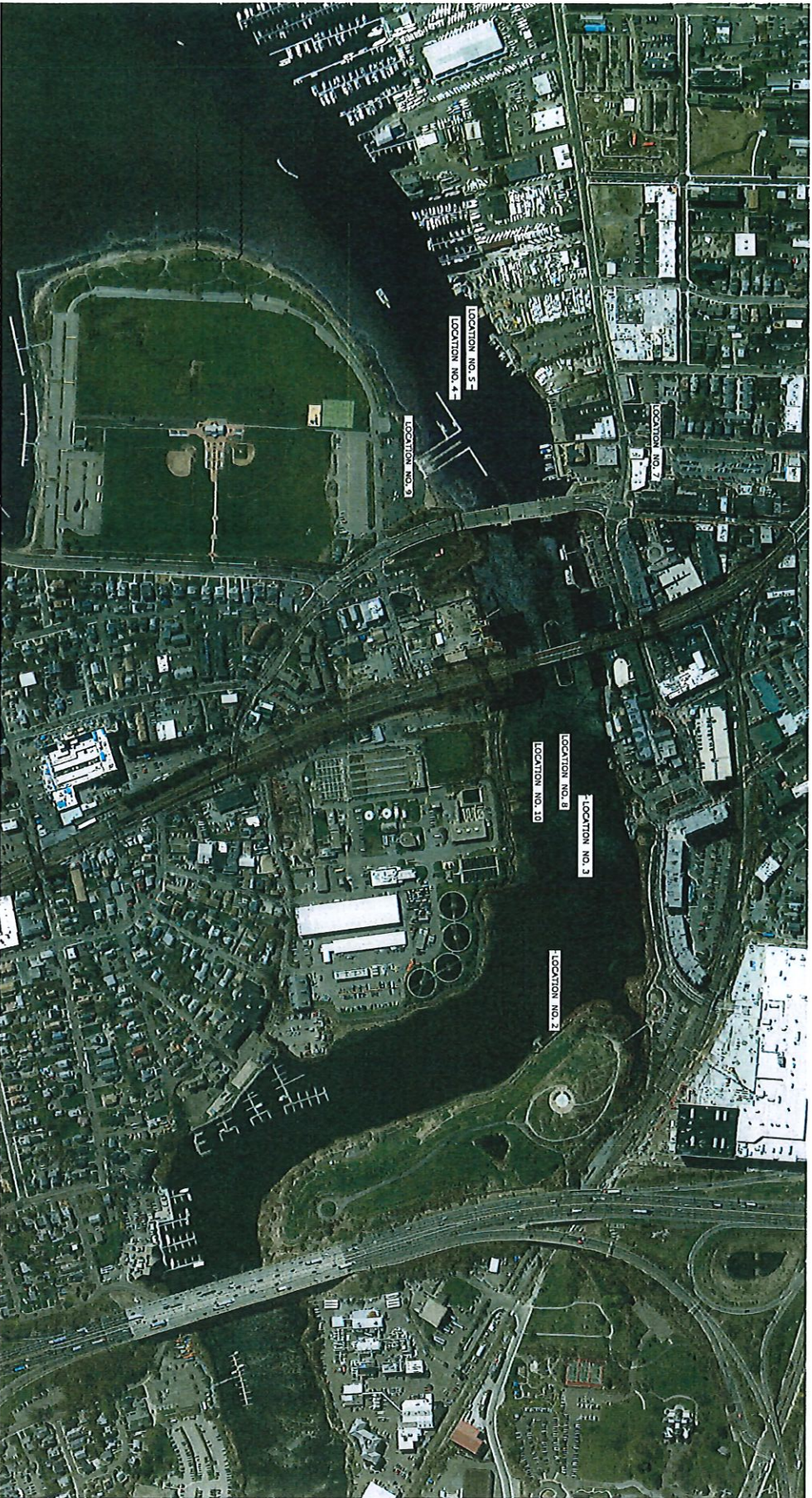
This permission is given without prejudice to our rights under the law covering damages for the formal acquisition of construction easements required for this work, the right of the State of Connecticut to formally acquire said property rights by eminent domain in the event of failure to conclude an amicable agreement for the purchase of said property rights, or our right to appeal the damages.

DATE: _____

Signature

PROJECT NO. 301-176

Print Name and Title



PLAN VIEW

DRAFT FOR REVIEW

DESIGN INITIATED CHANGE ORDER NO. 6 - XX/XX/23

THE ENGINEERING FIRM HAS REVIEWED THE DRAWINGS FOR CONFORMANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF TRANSPORTATION AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF TRANSPORTATION.		PROJECT NO. 0301-0176 DRAWING NO. MP-100 DATE 01.16.05/CS	
PROJECT TITLE WALK BRIDGE PROGRAM COMMON SET		PROJECT TITLE MARINE TRAFFIC AID PLAN	
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION		PROJECT NO. 0301-0176 DRAWING NO. MP-100 DATE 01.16.05/CS	
SCALE 1"=200' SCALE IN FEET 0 200 400		SCALE 1"=200' SCALE IN FEET 0 200 400	



NEW SHEET ADDED BY
APPENDIX NO. 3

CMS LOCATION NO. 2

MP-102

PROJECT NO.	0301-0176
DRAWING NO.	MP-102
SHEET NO.	01.16.063.A1



REMOTE CONTROL CHANGEABLE -
MESSAGE SIGN - MARINE USE

DRAFT FOR REVIEW

DESIGN INITIATED CHANGE ORDER NO. 6 - XX/XX/23

CMS LOCATION NO. 3

NORWALK

MP-103

DATE	REVISION	DESCRIPTION	BY	CHKD
01/16/2023	1	ISSUED FOR CONSTRUCTION	WJW	WJW

THE INFORMATION, INCLUDING ESTIMATE, SPECIFICATIONS, AND CONDITIONS OF WORK, IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL APPLICABLE LAWS AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL APPLICABLE LAWS AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL APPLICABLE LAWS AND REGULATIONS.

DESIGNED BY: AMW
CHECKED BY: JVS
SCALE IN FEET
SCALE 1"=20'

 STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



—Marine Traffic Aid Plan — 404-123-COM-ops

STANDARD

STANDARD ORDER/	ADA	ADA Order Summary, 10/10/00
BLANKS		878 Corona Avenue Baltimore, CT 06010 (410) 326-3444
APPROVED BY:		DATE:
A. DICESARE		09-29-2002



W

TALK BRIDGE PROGRAM
COMMON SET

1000000 NORWALK	Underline TITLE CMS LOCATION NO. 3
--------------------------------------	---

0301-0176
DOWLING, M.D.
MP-103
SMITH, M.D.
01.16.064.C



PLAN VIEW - LOCATION NO. 48.5

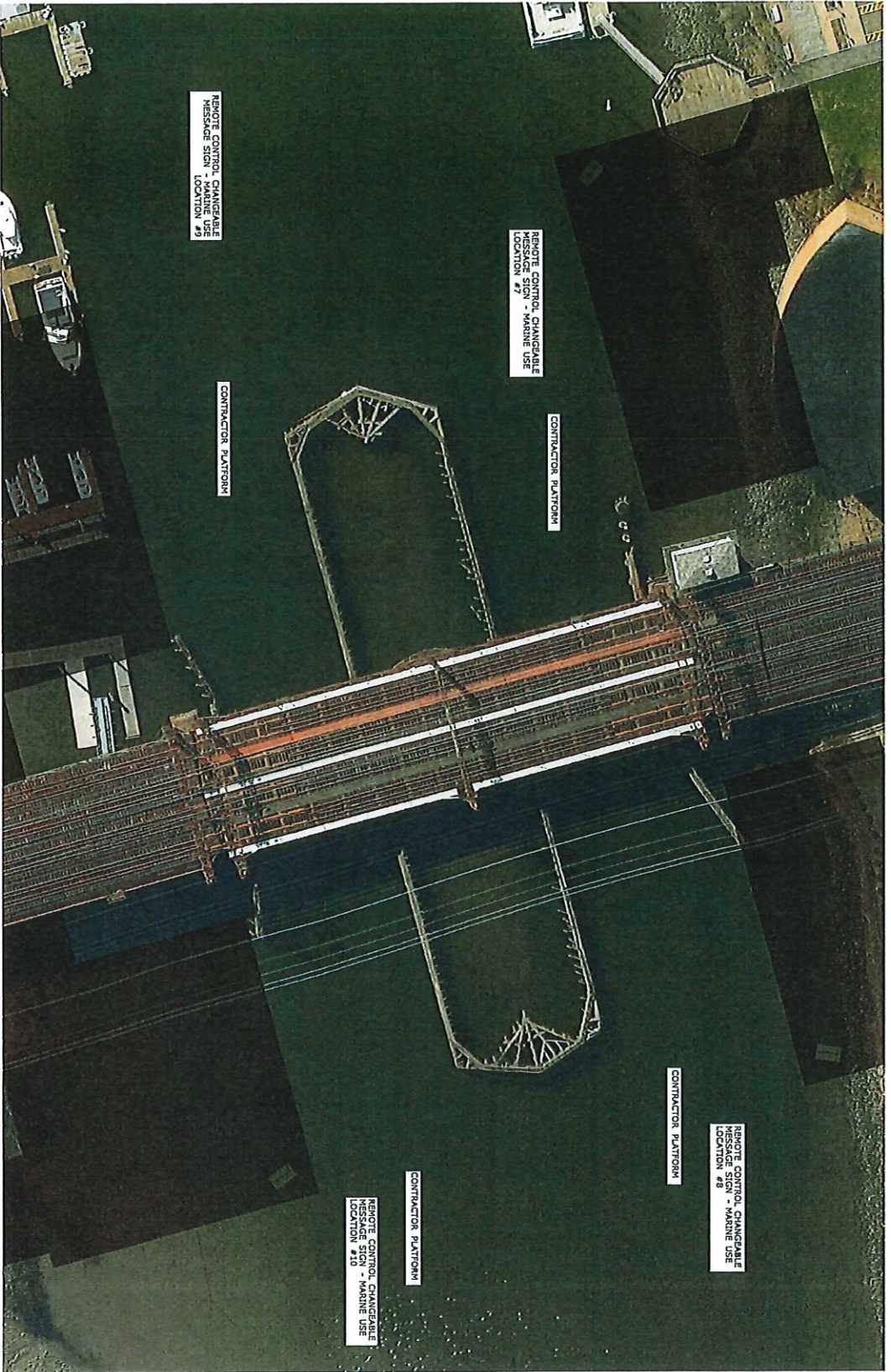
NEW SHEET ADDED BY ADDENDUM NO. 3	
NORWALK	
WALK BRIDGE PROGRAM COMMON SET	
CHS LOCATION NO. 48.5	
PROJECT NO. 0301-0176 MP-104 01.16.005.A3	
SHEET NO. 0301-0176 MP-104 01.16.005.A3	
DATE 01.16.005.A3	
REVISIONS REVISION NO. 1 REVISION DATE 01/16/2013	
DESIGNED BY JVS	
SCALE IN FEET 1" = 20'	
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	
SUBMITTED BY ADA 90-29-2011	
APPROVED BY 01.16.005.A3	



DRAFT FOR REVIEW

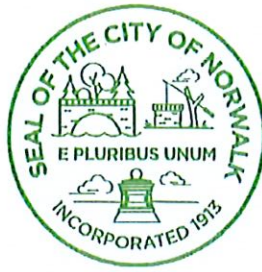
DESIGN INITIATED CHANGE ORDER NO. 6 - XX/XX/23

[illegible]



PLAN VIEW - LOCATION NO. 7, 8, 9, 10

PROJECT NO. 0116067 SHEET NO. 106 DATE 01.16.07		CONTRACTOR NEW SHEET ADDED BY ADDENDUM NO. 3	
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION WALK BRIDGE PROGRAM COMMON SET		PROJECT TITLE CMS LOCATION NO. 7, 8, 9, 10	
SCALE IN FEET 1" = 20' SCALE 1" = 20'		PROJECT NO. 0116067 SHEET NO. 106 DATE 01.16.07	



Contract Staff Summary

Department/Staff Contact	DPW/ Chris Torre
Common Council Committee	Public Works
Date Approved by Committee	
Purpose/Scope	Road Salt
Vendor (Indicate if new or existing vendor)	Cargill Inc.
Term of Contract	1-year
Method of Procurement (Indicate if sole source)	Sole source
Cost of Contract	\$105/ton
Funding Source/Account Number	014025-5322
Additional Information/Other Details	



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

INFORMAL QUOTE LETTER

Tuesday, September 19, 2023

Account Information		*Contact Information	
Account Number	1500028673	Attn:	VALUED CUSTOMER
Name	CITY OF NORWALK	Title	
Address 1	125 EAST AVE	Phone	
P O Box		Fax	
City State Zip	NORWALK, CT 06851-5702	Mobile	
County	FAIRFIELD	e-mail	

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2023/2024 season.

Price Basis Per Ton

Product	DELIVERY	Estimated Tons	Terminal
Clearlane Enhanced Deicer	\$105	5000	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 September 19, 2023 through May 31, 2024. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customer's 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
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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 Sara Cope 800-600-7258 - p 952-404-8491 - f	Accepted
	Signature: 
	Name: Chris Torze
	Title: Superintendent of Operations
	e-mail: ctorze@norwalk.ct.gov

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



Delcng 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:	City of Norwalk			Same as billing.
DBA (if applicable)				
Address 1	15 S. Smith Street			
Address 2				
City State Zip	Norwalk, CT 06855			
County				
Attn:	Diane Byrd			
Phone	803-874-3338	Fax		e-mail: dbyrd@norwalk.ct.gov

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.



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 9/19/2023

DEPARTMENT: DPW

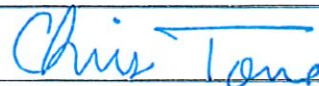
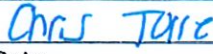
Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under Informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☒	The Item is available only from a single source (Justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	The Item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	Other, please explain:

TOTAL COST: 105/ton MUNIS Account: 014025-5322

VENDOR: Cargill, Inc.

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Digitally signed Sharon Conners by Sharon Conners Purchasing Agent Name	X	Supports	
Date: 2023.09.19 16:28:50 -04'00'		Does Not Support	Department Head Name
	X	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	
			Date <u>9/19/23</u>

JUSTIFICATION:

We recommend Cargill as a sole source provider for treated rock salt for the 2023-24 winter season.

Treated salt describes a mixture of Sodium Chloride deicing salt Type "A" crushed rock salt treated with Magnesium Chloride, Sodium Gluconate, Xanthan Gum, and a Colorant Blend. The liquid treatment is intended to enhance the performance of the deicing rock salt over untreated salt by reducing corrosiveness, improving low temperature performance, reducing bounce and scatter, preventing clumping and salt pile freezing, and enhance flow ability. Cargill uses Xanthan Gum to bind the chemical composite of its Clearlane treated salt product as opposed to molasses used by Magic salt and other similar treated salt products. Xanthan gum keeps treated salt from leaching during storage and allows us to pre-load our trucks, keeping them in a heated garage which increases our response time for winter weather events.

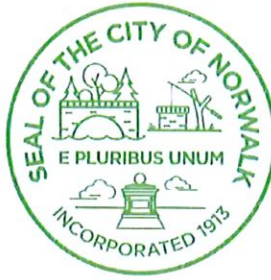
In addition, a major concern for our winter maintenance operations is making sure we have deicing product available. Cargill provides nationwide production and distribution capabilities with two major distribution hubs in our region. Lastly, Cargill Clearlane has the highest rating out of all major treated salt products in corrosive resistance, which doesn't affect the cars on the road, but does affect the equipment that handles and distributes the materials, saving on fleet maintenance costs. Our experience with Cargill as our treated salt provider has been very positive; this would be our fourth winter season using Cargill as our treated salt provider if approved. There is a three percent cost increase for the 2023-24 winter season compared to last year pricing for Cargill's Clearlane product.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Contract Staff Summary

Department/Staff Contact	Department of Public Works – Division of Engineering Vanessa Valadares – 203-854-7902	
Common Council Committee	Public Works Committee	
Date Approved by Committee		
Purpose/Scope	Technical Correction Due to Price Increase – East Avenue Advanced Utility Project No. 0301-0515NP	
Vendor (Indicate if new or existing vendor)	Crown Castle International	
Term of Contract	As required to complete project	
Method of Procurement (Indicate if sole source)		
Cost of Contract	\$195,965.10	
Funding Source/Account Number	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
Additional Information/Other Details		

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

Dated: 4/25/2023
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%

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	195,965.10	
2	Estimated cost of relocating or removal of existing facilities	-	
3	Estimate of temporary facilities	-	
4	Gross estimated cost of new facilities		195,965.10
9	Net estimated cost of new facilities		195,965.10
10	Contingencies (10% of line 4)		-
11	Total net estimated cost of new facilities		195,965.10
12	Estimated equitable share to be borne by customer		195,965.10
13	Difference to be borne by the company		-

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

Dated: 4/25/2023
Quote: WO40135

DETAIL OF ESTIMATE

1. Estimated cost of new facilities	
Labor and overhead costs	9,585.00
Materials and handling	25,514.35
Permits fees	-
Police escort	-
Subcontract costs	160,865.75
	<u>195,965.10</u>
	<u> </u>
	<u> </u>
2 Estimate of temporary facilities	none
3. Gross estimated cost of new facilities	195,965.10
	<u> </u>
	<u> </u>

	Units	Rate	Total Cost
1. Estimated cost of new facilities			
Subcontract Costs			
Police Escort - Strand Installation		800	-
Police Escort - Fiber Installation and Splicing	29	800	23,200.00
Police Escort - DeLash/Relash, Wreckout	6	800	4,800.00
Strand Installation - Aerial		1.00	-
Fiber Installation - Aerial	3,900	1.00	3,900.00
Splicing (per fiber)	1,908	31.00	59,148.00
Testing (per hour)	6	200.00	1,200.00
Set up Charge (# splices)		350	-
New Enclosure Charge (# splices)	10	1,850	18,500.00
Old Enclosure Charge/Cable Add Charge (# splices)	2	500	1,000.00
Fiber/ID Installation in Conduit -Subcontract-Cable (feet)	10,655	1.50	15,982.50
Fiber/ID Installation in Conduit - Rod & Rope (feet)		2.00	-
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)	4,790	1.35	6,466.50
Shift Poles		133.00	-
Wreckout (feet)	7,255	1.25	9,068.75
Conduit + Manhole Placement			-
			<u>160,865.75</u>
			<u> </u>
			<u> </u>

COMMON COUNCIL
NORWALK, CONNECTICUT

ACTION
7:30 PM EST

November 8, 2022
COUNCIL CHAMBERS
09 22 4021 5777 C0234
AUTHORIZED

2. 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

AUTHORIZED

3. 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

AUTHORIZED

4. 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

AUTHORIZED

D. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Purchasing Agent to issue purchase orders to BLACKWOOD Associates Inc. for the supply and installation of IT security platform (ExtraHop Reveal(x) 360 solution) for Norwalk Public Schools for a total amount not to exceed \$ \$106,639.

Account 09235010-5777-C0112

AUTHORIZED

- 2a. Authorize, the Mayor Harry W. Rilling, to execute a Contract with Gold Seal Roofing, LLC for the Meadow Street Fire Station roofing replacement project for a total not to exceed \$313,000.00. Acct. #0922/233110-5777-C0796

AUTHORIZED

- 2b. Authorize the Fire Department to issue change orders on Contract for a total not to exceed \$31,300.00

AUTHORIZED

3. Authorize the Purchasing Agent to issue Purchase Order to Connecticut Business System (CBS) for 18 75" ViewSonic Boards for a total amount not to exceed \$61,264.00.

Acct. #09235010-5777-C0112.

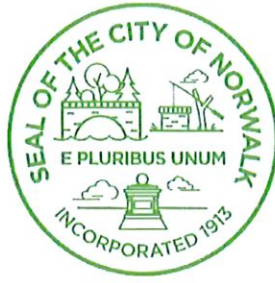
AUTHORIZED

- 4a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with HV Contractor Corporation for security and office improvements in the Comptroller's Office for a total not to exceed \$33,950.00. Account #01 011340 5258

AUTHORIZED

- 4b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$3,395.00.

AUTHORIZED



Contract Staff Summary

Department/Staff Contact	Public Works James Meehan 2038547331	
Common Council Committee	Public Works Committee	
Date Approved by Committee		
Purpose/Scope	1 st Amendment - RD 2023-1 Curb & Sidewalk for Springhill Ave Area (March 22, 2023 Agreement)	
Vendor (Indicate if new or existing vendor)	Colonna, Masonry, Concrete & Asphalt Paving	
Term of Contract		
Method of Procurement (Indicate if sole source)	Lowest responsible bidder	
Cost of Contract	\$ 200,000	
Funding Source/Account Number	09 24 4021 5777 C0318 09 23 7100 5777 C0583 09 21 7100 5777 C0583 09 21 4120 5777 C0649	
Additional Information/Other Details		



CITY OF NORWALK
James Meehan, P.E.
Principal Engineer / Department of Engineering
City of Norwalk
125 East Avenue
Norwalk, CT 06856
Office: (203) 854-7331
www.norwalkct.gov
jmeehan@norwalkct.gov

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: James Meehan, P.E. – Principal Engineer
Ref: On-Call Professional Engineering Services
Date: September 27, 2023

On March 22, 2023, the City of Norwalk entered into a contract agreement with Colonna Masonry Concrete & Asphalt Paving LLC, to provide Curb and Sidewalk for Spring Hill Area for Project RD 2023-1.

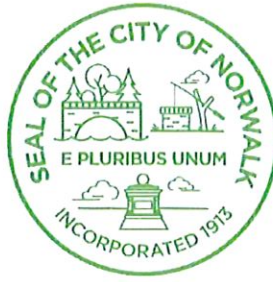
The Engineering Department along with Transportation, Mobility and Parking have reviewed the area and would like to expand the scope of work to include additional pedestrian access and safety measures down to Ponus Avenue.

Therefore, we would like to request the following item be included on the agenda for the October 3, 2023 meeting of the Public Works Committee of the Common Council for approval:

9. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the March 22, 2023 Agreement between the City of Norwalk and Colonna Masonry Concrete & Asphalt Paving for Project RD2023-1 Curb and Sidewalk for Spring Hill Avenue Area, for an amount not to exceed \$200,000.00.

Account No. 09 24 4021 5777 C0318
09 21 7100 5777 C0583
09 23 7100 5777 C0583
09 21 4120 5777 C0649

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



Contract Staff Summary

Department/Staff Contact	<i>Department of Public Works James Meehan, PE 203 854 7331</i>	
Common Council Committee	<i>Public Works</i>	
Date Approved by Committee		
Purpose/Scope	<i>Scope of Work Changes</i>	
Vendor (Indicate if new or existing vendor)	<i>A. Vitti Excavators, LLC BR 20221 Site 1 and Site 2</i>	
Term of Contract		
Method of Procurement (Indicate if sole source)	<i>Lowest Responsible Bidder</i>	
Cost of Contract	<i>\$ 220,000.00</i>	
Funding Source/Account Number	<i>09 21 4021 5777 C0315 09 22 4021 5777 C0315</i>	<i>09 23 4021 5777 C0315 09 24 4021 5777 C0315</i>
Additional Information/Other Details	<i>First Amendment</i>	



CITY OF NORWALK
James Meehan, P.E.
Principal Engineer / Department of Engineering
City of Norwalk
125 East Avenue
Norwalk, CT 06856
Office: (203) 854-7331
www.norwalkct.gov
jmeehan@norwalkct.gov

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: James Meehan, P.E. – Principal Engineer
Ref: Bonny Brook and Cannon St bridge
Date: September 28, 2023

On November 22, 2022, the City of Norwalk entered into a contract agreement with A. Vitti Excavators, LLC for Project BR2022-1 (Site 1 and Site2) - Bonny Brook Road Over Holy Ghost Fathers Brook (Site 1) and Cannon Street Over Betts Pond Brook (Site 2).

Due to changes in the original contract scope of work, we would like to request the following item be included on the agenda for the October 3, 2023 meeting of the Public Works Committee of the Common Council for approval:

Authorize the Mayor, Harry W. Rilling, to execute a First Amendment to the original November 22, 2022 agreement between the City of Norwalk and A. Vitti Excavators, LLC for Project BR2022-1 (Site 1 and Site2) - Bonny Brook Road Over Holy Ghost Fathers Brook (Site 1) and Cannon Street Over Betts Pond Brook (Site 2), for a sum not to exceed \$220,000.

Account No:
09 21 4021 5777 C0315
09 22 4021 5777 C0315
09 23 4021 5777 C0315
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If you have any questions, please do not hesitate to call me.



To: Vanessa Valadares , Chief of Operations and Public Works
Chris Torre, Superintendent of Operations
Thomas Szabo, Waste Programs Manager
Monique Cipriano, Administrative Assistant

From: Dilene Byrd, Administrative Assistant

Date: Septmber 19, 2023

Re: MSW and Recycling Report - August 2023

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Aug-22	Current FY: Aug-23	Change	FY 22/23 Cumulative
Curbside tonnage	1,262.72	1,362.13	7.9%	2,675.41
MSW tonnage out	2,094.81	2,300.18	9.8%	4,425.86
Transfer station operating fee	\$73,791.67	\$73,000.00	-1.1%	\$146,000.00
Transport and disposal fee	\$203,196.57	\$223,117.46	9.8%	\$429,308.42
Curbside collection fee	\$107,528.17	\$176,250.00	63.9%	\$352,500.00
Total operating costs (less curbside)	\$276,988.24	\$296,117.46	6.9%	\$575,308.42

MSW Consolidated Budget	
FY 22/23 Budget	\$4,793,838.00
Amount expended	\$927,808.42
Percent remaining	80.6%

Recycling Collection				
Recycling Collection	Previous FY: Aug-22	Current FY: Aug-23	Change	FY 22/23 Cumulative
Curbside tonnage	710.29	783.66	10.3%	1,515.76
Transfer station tonnage	32.64	32.16	-1.5%	32.16
Total monthly tonnage	742.93	815.82	9.8%	815.82
Curbside collection fee	\$104,381.92	\$176,196.66	68.8%	\$358,417.41

Recycling Budget	
FY 22/23 Budget	\$1,287,583.00
Amount expended	\$358,417.41
Percent Remaining	72.2%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Aug-22	Current FY: Aug-23	Change	FY 22/23 Cumulative
Transfer station tip fees	\$46,516.65	\$64,057.80	37.7%	\$122,213.90
Recycling revenue (curbside)	\$12,430.08	\$0.00	-100.0%	\$0.00
Recycling revenue (T.S.)	\$571.20	\$0.00	-100.0%	\$0.00
Total revenues	\$59,517.93	\$64,057.80	7.6%	\$122,213.90

B

Pilot Food Scrap Drop-Off Program

C