

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

July 1, 2020

Public Works Committee Public Hearing Meeting Notice

The Public Works Committee will hold a **Public Hearing by way of Video Conference/Teleconference** on **Tuesday, July 7, 2020 at 7:00 P.M.** to hear all parties interested for the Honorary naming of the portion of Chestnut Street from Monroe Street to Merritt Place to Officer Cesar Ramirez Drive.

-  Please check the Public Works Committee Agenda for additional details and instructions about how to attend the Public Works Committee Meeting and Public Hearing.



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PUBLIC WORKS COMMITTEE of the COMMON COUNCIL

DATE: Tuesday, July 7, 2020
TIME: 7:00 P.M.
PLACE: By Video Conference and Teleconference

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



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



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

AGENDA

Public Hearing

Public hearing to hear all parties interested for the Honorary naming of the portion of Chestnut Street from Monroe Street to Merritt Place to Officer Cesar Ramirez Drive.

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.)

Presentation

1. Presentation by Woodard & Curran, Engineering PA PC re: Final Executive Summary for Dreamy Hollow Estates (Friendly Pond Area) Drainage Study

New Business

1. Approve the Minutes of the Public Works Committee Meeting of Tuesday, June 2, 2020.
2. Approve the request for the Honorary naming of the portion of Chestnut Street from Monroe Street to Merritt Place to Officer Cesar Ramirez Drive.
3. Authorize the Mayor, Harry W. Rilling, to execute a Second Amendment to the Woodard & Curran Agreement dated August 12, 2019 to provide on-call professional engineering services for the Storm Drainage System Evaluation in accordance with scope of services Task Order 1E "Dreamy Hollow Drainage System Improvements" dated July 1, 2020 (copy of included) for a sum not to exceed \$578,886.00.

Account No. 09 19 4027 5777 C0425
09 20 4027 5777 C0425
09 21 4027 5777 C0425

Technical Correction of the Common Council Action of March 12, 2019, Item VII.C.4 to add accounts designated for the repaving of the Fire House Apparatus Maintenance Building Parking Lot located at 100 Fairfield Avenue, account number: 09 16 3110 5777 C0509.

- 4a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Deering Construction, Inc. for Project PM2019-1 Pavement Management Program for a sum not to exceed \$4,538,688.50.

Account No. 09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 19 4027 5777 C0302
09 18 4021 5777 C0503
09 17 4021 5777 C0515
09 19 6030 5777 C0472
09 19 6310 5777 C0186
09 19 6310 5777 C0092
09 19 6310 5777 C0132
09 12 4021 5777 C0504

09 16 4021 5777 C0232
03 00 00 2602
01 41 50 5298
09 18 6030 5777 C0588
09 19 6030 5777 C0588
09 20 6030 5777 C0588
09 16 3110 5777 C0509

- 4b. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with Deering Construction, Inc. for Project PM2019-1 Pavement Management Program for a sum not to exceed \$453,868.85

Account No. 09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 19 4027 5777 C0302
09 18 4021 5777 C0503
09 17 4021 5777 C0515
09 19 6030 5777 C0472
09 19 6310 5777 C0186
09 19 6310 5777 C0092
09 19 6310 5777 C0132
09 12 4021 5777 C0504
09 16 4021 5777 C0232
03 00 00 2602
01 41 50 5298
09 18 6030 5777 C0588
09 19 6030 5777 C0588
09 20 6030 5777 C0588
09 16 3110 5777 C0509

Technical Correction of the Common Council Action of December 10, 2019, Item VII.A.1 to add accounts designated for LED Street Light conversion Design, account number: 09 20 4031 5777 C0647.

5. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Southport Associates, PC, for Professional Engineering Services for the Design of the Historic Street Light system on Wall Street, for a sum not to exceed \$16,800.00.

Account No. 01 40 30 5258
09 20 4031 5777 C0647

6. Discuss and vote to schedule a Public Hearing to increase the fee for Acceptable Solid Waste from \$85/Ton to \$90/Ton to be set by the Department of Operations and Public Works Fee Schedule. The Public Hearing is scheduled for Tuesday, August 4, 2020 at 7:00 P.M. by Video Conference and Teleconference.

7. Authorize the Mayor, Harry W. Rilling, to execute a right of access and entry agreement with Yankee Gas Services Company - DBA Eversource Energy - to use the property located at 102 New Canaan Ave for the flare location as part of the activation of a 12" steel gas main located on Rt. 123.
- 8a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC for Project RD2020-1 Concrete, Curbs and Sidewalks in various locations for a sum not to exceed \$2,749,668.00.

Account No. 09 20 4021 5777 C0318
09 20 4120 5777 C0649
09 20 4021 5777 C0021
09 21 4120 5777 C0649
09 21 4021 5777 C0318
09 21 4021 5777 C0021

- 8b. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with The Grasso Companies, LLC for Project RD2020-1 Concrete, Curbs and Sidewalks in various locations for a sum not to exceed \$274,966.80.

Account No. 09 20 4120 5777 C0649
09 20 4021 5777 C0318
09 20 4021 5777 C0021
09 21 4120 5777 C0649
09 21 4021 5777 C0318
09 21 4021 5777 C0021

- 9a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary for the conveyance of the following land from Norwalk Land Development, LLC to the City of Norwalk at no cost subject to a release of mortgage(s) encumbering said land:

1. Certain piece or parcel is identified as "Conveyance Area A" having an area of 1,263±S.F. as shown on map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc;
2. Said piece or parcel of property is identified as "Conveyance Area B" having an area of 237±S.F. as shown on map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc.

- 9b. Referral of item 9a to the Planning Commission for a Report and Recommended Action pursuant to Conn. Gen. Stat. §8-24.
10. Authorize the Mayor, Harry W. Rilling to concur with Project Authorization Letter for State Project 0102-0350 Norwalk River Valley Trail – Phase 2 and to provide a demand deposit of \$40,062 to the State of Connecticut.

Account No. 09 16 4021 5777 C0407

11. Authorize the Purchasing Agent to issue a purchase order to C.N. Wood of Connecticut, LLC, for the purchase of one (1) Vactor 2100 Plus Vacuum Truck not to exceed \$537,342.80.

Account No. 09 21 4031 5777 C0313

Information / Discussion

A. Discussion

1. Sediment Removal Contract
2. Heavy Pipe Cleaning Contract
3. Paving, Curbs and Sidewalks Construction Update
4. Simple Recycling (Textile Collection)
5. Food Scrap Collection (Compost) Program

B. Monthly Solid Waste Report – May/June 2020

Upcoming Projects

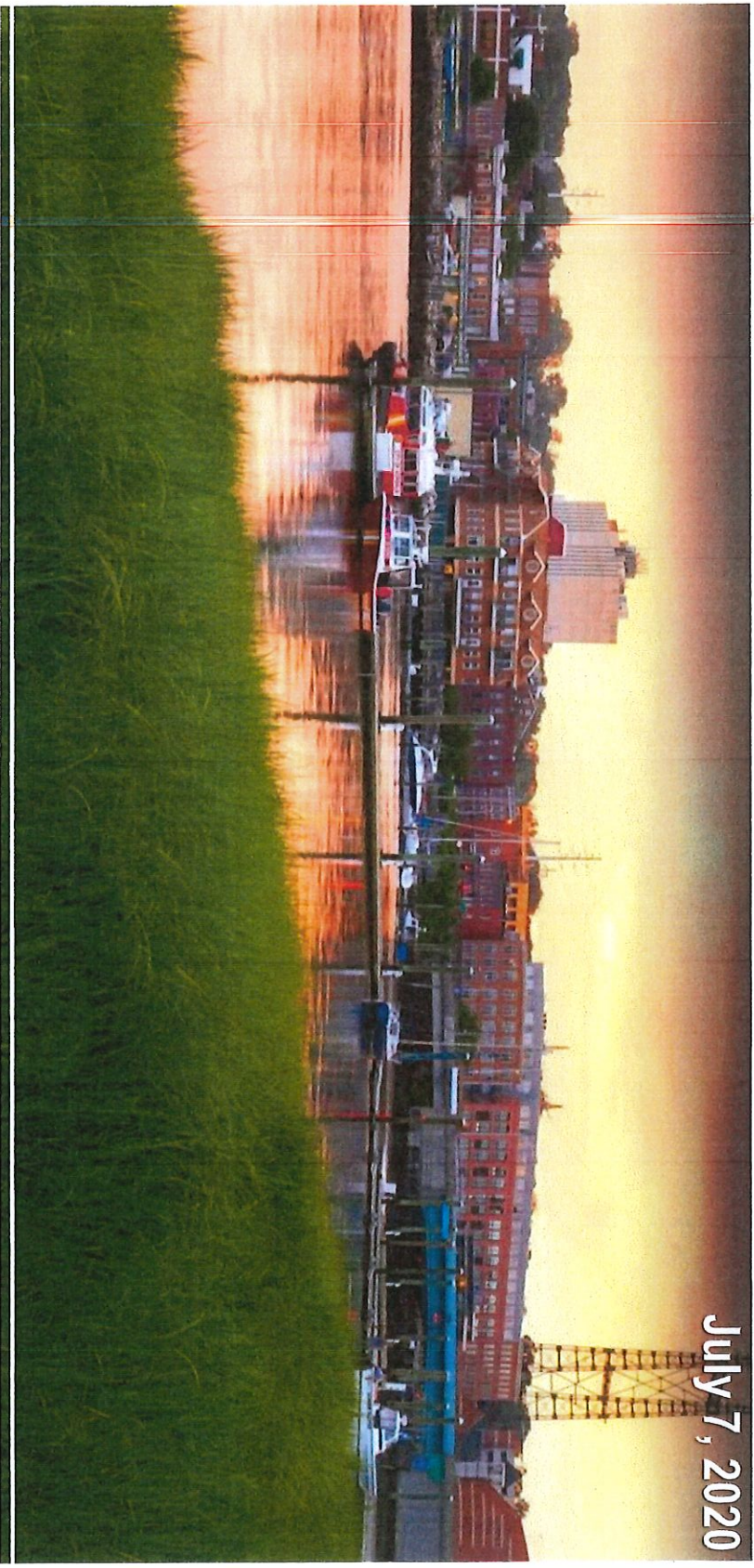
Adjournment

Next Meeting:

**Tuesday, August 4, 2020
Public Works Committee
Public Hearing
7:00 P.M. Location TBD**

Dreamy Hollow Flood Mitigation Study Executive Summary of Results

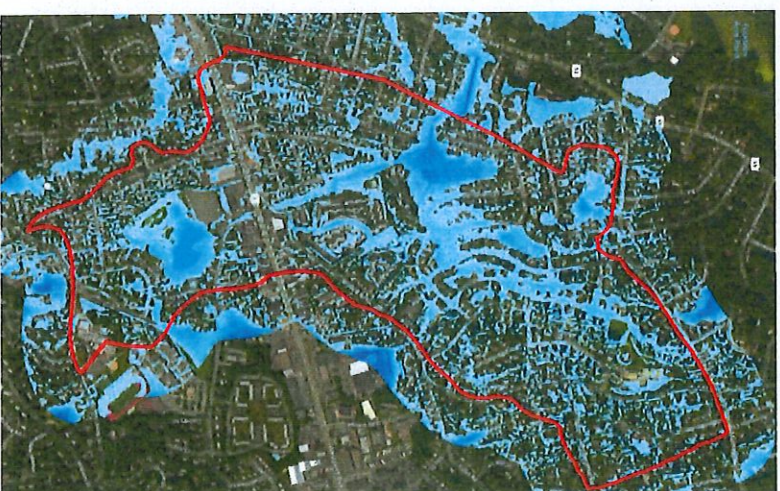
July 7, 2020



COMMITMENT & INTEGRITY DRIVE RESULTS

Flooding Summary

- Design Storm 4% Annual Chance Event
 - 25-year storm
 - 6.39" of rain in 24-hour period
- Study Area
 - Approximately 400 acres
- Current Floodplain
 - Approximately 133 acres
 - average depth of 0.9 feet
- Infiltration 43% (or 2.77 inches)
- Volume of water remaining
 - 121 acre-feet



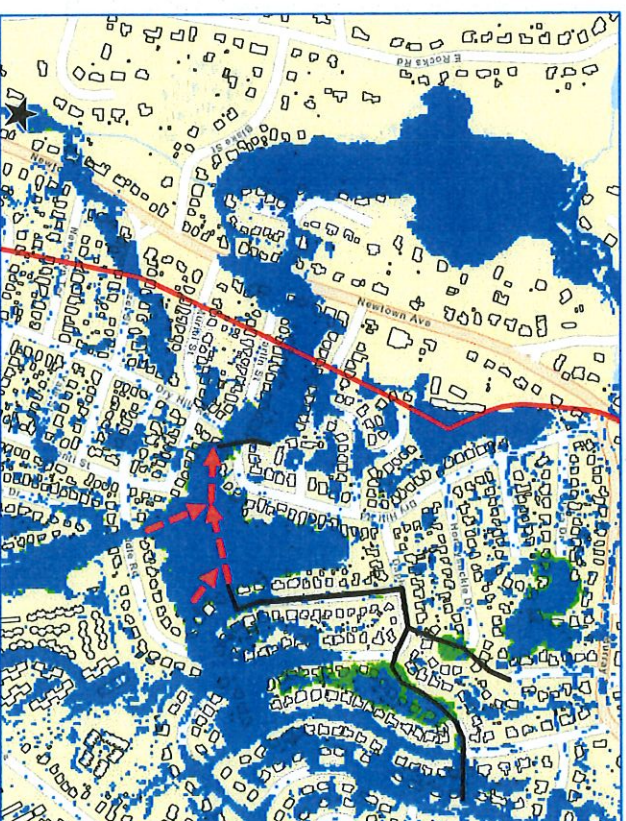
- [illegible]



Recommendation

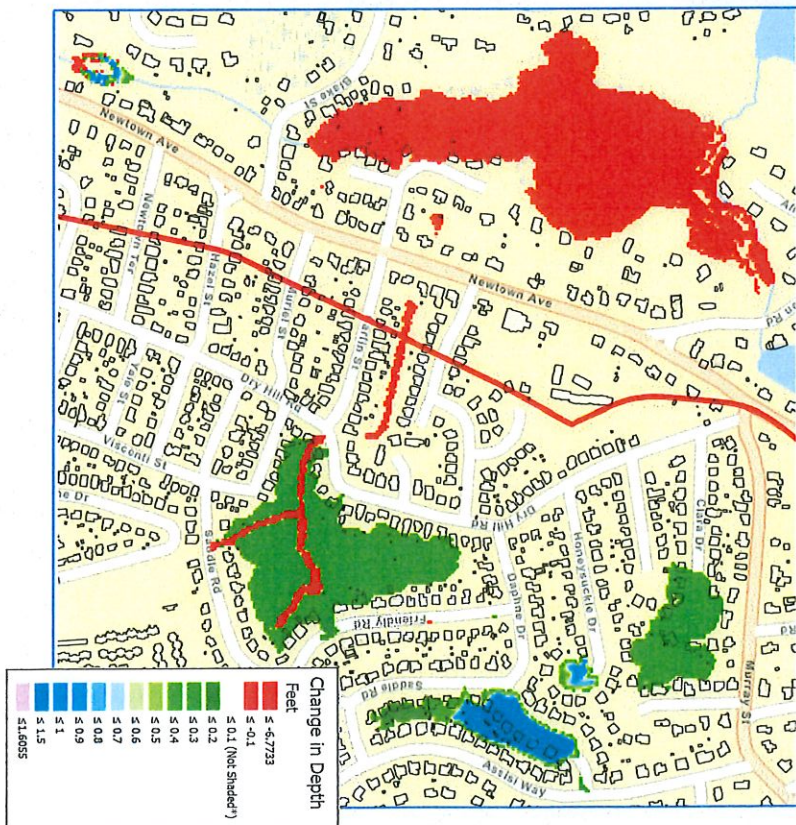
The complexity of drainage requires a three-prong approached for success.

1. Improve flow from Friendly Pond to Norwalk River
 - Remove Betts Pond Brook Dam
 - Upgrade Dry Hill Road Outfall
2. Improve storage and flow through Friendly Pond
 - City's ongoing sediment removal projects
3. Improve drainage to Friendly Pond
 - Trunk line Upgrade
 - Added system interconnect

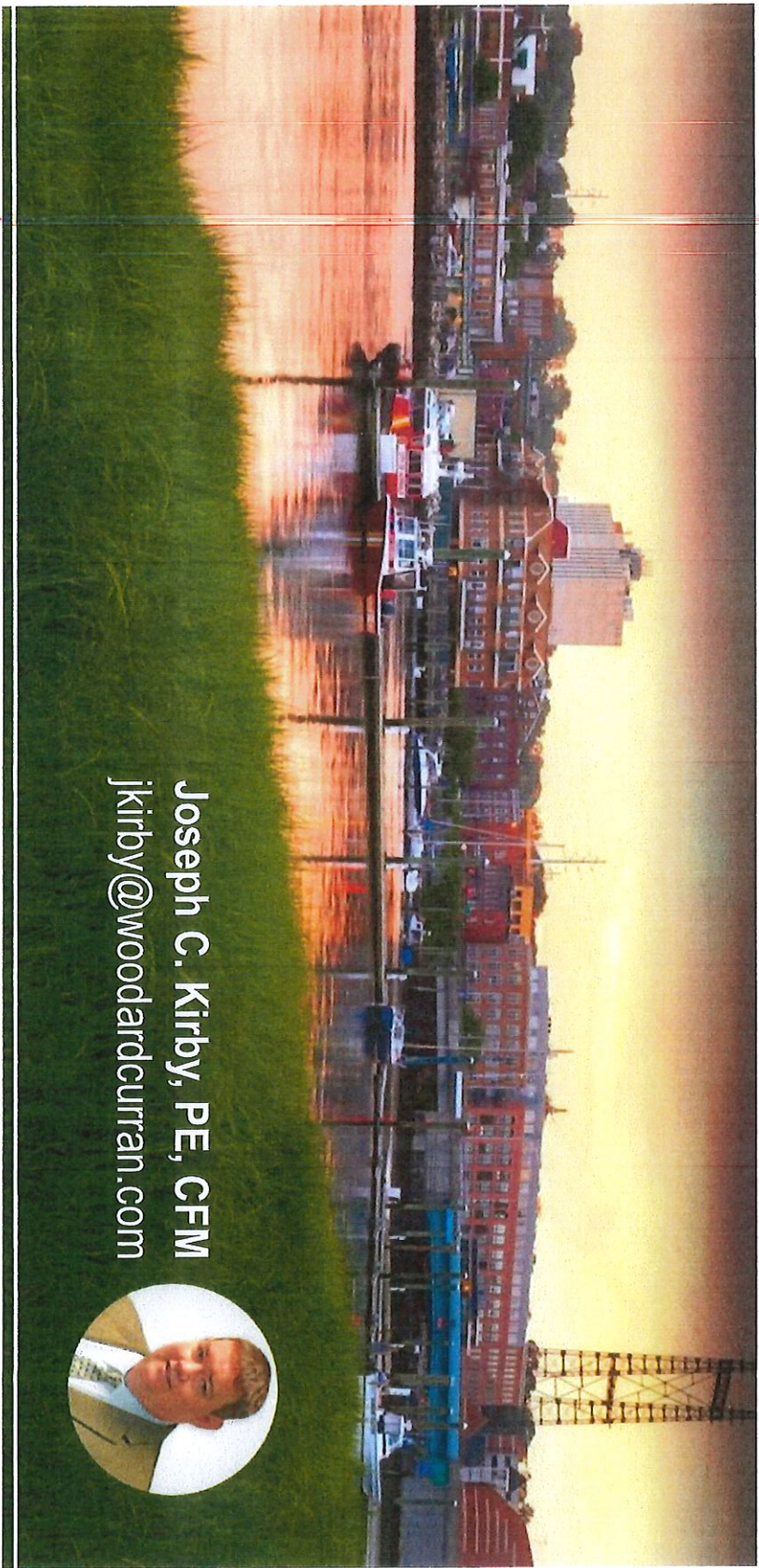


Results

Scenario	Improvement	Description	Planning Cost	Flood Reduction	Number of Buildings with Reduced Flooding	Number of Buildings Removed from Flooding
2A	Upgrades Trunk Line (Saddle)	From Friendly Pond, up Friendly Road, across Daphne Drive, up Saddle Drive to Assis Drive		-6.7 to 0.3 Feet	22	1
2B	Upgrades Trunk Line (Daphne) and Flow Diversion	Honeysuckle Drive divert flow to Daphne Drive, upgrade trunk down Friendly Road to Friendly Pond		-6.7 to 1.0 Feet	36 (2 outside Study Area)	8
3A	Friendly Pond Outlet Improvements at Dry Hill Road	Replace and upsized pipe under Dry Hill Road to increase outlet capacity		-6.6 to 0.4 Feet	29 (3 outside study area)	0
5A	Dam Removal	Betts Pond Brook Dam Removal		-6.6 to 1.6 Feet	14 (12 outside study area)	0
2A, 2B, 3A, & 5A	Together	Trunk Line Upgrades (Saddle & Daphne), Interconnect, Dry Hill Outlet, and Dam Removal	\$3.1 M	-6.7 to 1.6 Feet	42	0



Questions?



Joseph C. Kirby, PE, CFM
jkirby@woodardcurran.com





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**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
June 2, 2020**

ATTENDANCE: George Tsiranides, Chairman; Barbara Smyth; Tom Keegan; Manny Langella; Tom Livingston; Darlene Young; David Heuvelman; Greg Burnett

STAFF: Anthony Carr, Chief of Operations and Public Works; Vanessa Valadares, Principal Engineer; Paul Sotnik, Senior Civil Engineer; Mike Yeosock, Assistant Director of Transportation

OTHERS: Diane Lauricella via teleconference

The meeting was called to order at 7:02 p.m. A quorum was present.

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Mr. Tsiranides called to order the Public Works Committee meeting on Tuesday, June 2, 2020. He stated that the meeting is being done by video conference. He announced all of the Committee Members by name and each member responded for attendance. A quorum was present. Mr. Tsiranides gave instructions on how the public comment will be addressed. Public comments via email or zoom video conferencing. Mr. Tsiranides began the meeting with Public Participation.

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.)

Mr. Tsiranides opened public input and went over the public input item on the agenda. He informed all of those signed up to speak to keep their comments to three (3) minutes or under. Mr. Manzi introduced Diane Lauricella and Mr. Tsiranides welcomed her to speak.

Ms. Diane Lauricella greeted the Committee with Good Evening. She said she wanted to speak to two (2) items on the agenda, one (1) is a question and the other is a statement. In regards to the company, JKB that is being hired to assist with the stream maintenance, she stated because she is aware that the conservation office is in need of additional hands on deck, she wanted to know if they have looked at the possibility of a part-time employee to assist with this project and other things that the Conservation Commission doesn't get to do or does not do currently. She said \$47,000 to \$48,000 could hire a part-time staff. Secondly, her main item has to do with the solid waste and recycling report. She would like to state that the Norwalk Zero Waste Coalition plans to continue to offer the City many ways to save money by reducing waste disposal tonnage. She said she emailed everyone except Monique and she will send it to her when she is done. She continued saying that they feel that a more comprehensive and efficient textile recovery program is needed as soon as possible in order to save money and provide reasonable alternatives to the low key programs offered to citizens today both by private and public entity. Currently, there are boxes spread around the City and that is one (1) way to do it but they know that at 93 a ton, heavy textiles especially shoes, sheets, bed spreads and clothes could really add to the weight. There are companies that recycle this material and use it for things like installation, rug mats that sort of thing. The Transfer Station does have two (2) boxes next to it but most of the people that are on curbside pickup don't even know that box is there. Used clothing shops such as Goodwill, pull out some textiles, mostly clothing but the sector and the waste management sector estimates that without a coordinated program there are still tons of textiles going into the garbage disposal. They feel that a robust public outreach program is needed and they want to help. She referenced the email she sent to the Committee stating that Simple Recycling is one (1) program and recycling is another and she wants them to advise her when a meeting could take place with one of the staff or any of the Committee members to move forward on the prospect of optimizing textile recovery in Norwalk. She asked that they please advise tonight or she will look forward to speaking to Anthony or Jessica or any of you. Thank you

Mr. Tsiranides thanked Ms. Lauricella. He asked if there were any other emails or call-ins made for public participation. Since there was none, Chairman Tsiranides moved to the next agenda item.

NEW BUSINESS

1. **APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, MAY 5, 2020.**

There was no discussion on this item.

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

2. **ACKNOWLEDGE THE RECEIPT OF THE REQUEST FOR THE HONORARY NAMING OF THE PORTION OF CHESTNUT STREET FROM MONROE STREET TO MERRITT PLACE TO OFFICER CESAR RAMIREZ DRIVE.**

There was no discussion on this item.

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

FROM THE OFFICE OF THE MAYOR AND THE CHIEF OF POLICE

3. **SCHEDULE A PUBLIC HEARING FOR THE HONORARY NAMING OF THE PORTION OF CHESTNUT STREET FROM MONROE STREET TO MERRITT PLACE TO OFFICER CESAR RAMIREZ DRIVE. THE PUBLIC HEARING SHALL BE CONDUCTED IN ORDER TO HEAR ALL PARTIES INTERESTED IN COMMENTING ON THE PROPOSED HONORARY STREET NAMING AND TO TAKE SUCH ACTION ON SAID NAMING THAT THE COMMITTEE MAY DEEM ADVISABLE. THE PUBLIC HEARING IS SCHEDULED FOR TUESDAY, JULY 7, 2020 AT 7:00 P.M. BY WAY OF VIDEOCONFERENCE/TELECONFERENCE.**

There was no discussion on this item.

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

- 4A. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH A.M. RIZZO ELECTRICAL CONTRACTORS FOR STATE PROJECT 102-347 NORWALK TRAFFIC SIGNAL SYSTEM UPGRADE – PHASE 3 FOR A TOTAL SUM NOT TO EXCEED \$4,131,983.70 (BASE BID) AND \$42,270.00 (ALTERNATE A).**

**ACCOUNT NO.
FEDERAL CMAQ AND TA GRANTS
09 12 4021 5777 C0232
09 16 4021 5777 C0232
09 19 4120 5777 C0232**

09 20 4120 5777 C0232
09 21 4120 5777 C0232
09 13 4031 5777 C0514
09 14 4021 5777 C0514
09 15 4031 5777 C0514

- 4B. **AUTHORIZE THE DIRECTOR OF TRANSPORTATION, MOBILITY AND PARKING TO EXECUTE ORDERS ON CONTRACT WITH A.M. RIZZO ELECTRICAL CONTRACTORS FOR STATE PROJECT 102-347 NORWALK TRAFFIC SIGNAL SYSTEM UPGRADE – PHASE 3 FOR A SUM NOT TO EXCEED \$413,198.00**

**ACCOUNT NO.
FEDERAL CMAQ AND TA GRANTS**

09 12 4021 5777 C0232
09 16 4021 5777 C0232
09 19 4120 5777 C0232
09 20 4120 5777 C0232
09 21 4120 5777 C0232
09 13 4031 5777 C0514
09 14 4021 5777 C0514
09 15 4031 5777 C0514

Mr. Carr gave a brief update before turning it over to Mike Yeosock. He stated that the project is basically a City Wide Traffic Signal Upgrade with various grant funding. It includes a lot of the adaptive signals and signalization. It helps to improve some of what they have in place already.

Mr. Yeosock stated it is a replacement of six (6) traffic signals at various locations around town on major corridors. Three (3) are located on New Canaan Avenue, two (2) on Route 1 and the other one (1) is on East Avenue/Wall Street. These will be improvements of the traffic signal, pedestrian improvements to make the intersections easier to cross and enhanced sidewalks and crosswalks.

Mr. Tsiranides asked Mr. Yeosock to speak on the federal funding.

Mr. Yeosock responded that there is about 3 million dollars in CMAC Federal Funds which is congestion, mitigation and air quality improvements. The rest of the funding will be City matching funds.

Mr. Livingston said that these are improvements to the signals then asked what does that mean, are they synchronized, he asked for more information.

Mr. Yeosock answered yes they are connected to their central traffic system so they are all fed back to City Hall and the traffic operations where they are monitored and there is video detection. Some of the main improvements, like at New Canaan, is to make that intersection a lot more pedestrian friendly so people can cross the street. Everything will be synchronized so pedestrians can get through those intersections.

Ms. Smyth asked what specifically will improve for the pedestrians, is it the timing of the lighting. She said he mentioned sidewalks and wanted to know what specific changes since those intersections are currently dangerous for pedestrians.

Mr. Yeosock agreed with Ms. Smyth and said they have tightened up some of the radius so cars can't make those fast right hand turns, adding additional crosswalks on all sides of the intersections and fixing the sidewalks.

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

- 5A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND JKB CONSULTING, LLC, FOR ENVIRONMENTAL INSPECTION SERVICES AND SUPPORT, NECESSARY TO REMAIN IN COMPLIANCE WITH REGULATORY ENVIRONMENTAL AGENCIES (EPA, DEEP, ACOE & CONSERVATION), DURING THE WATERCOURSE MAINTENANCE PROJECT (DPW 2019-1), FOR A SUM NOT TO EXCEED \$47,730.00.**

ACCOUNT NO. 09 15 4027 5777 C0440
09 17 4027 5777 C0440
09 18 4027 5777 C0440
09 19 4027 5777 C0425

- 5B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS, ANTHONY CARR, TO ADD ORDERS ON CONTRACT, TO THE CONTRACT AGREEMENT, BETWEEN THE CITY OF NORWALK AND JKB CONSULTING, LLC, FOR A SUM NOT TO EXCEED \$4,773.00.**

ACCOUNT NO. 09 15 4027 5777 C0440
09 17 4027 5777 C0440
09 18 4027 5777 C0440
09 19 4027 5777 C0425

Mr. Carr reported on this. He said that this contract is for environmental services for oversight during the construction or maintenance work at the five (5) locations that were previously approved and funded for sediment removal and that includes Friendly Road, Lloyd Road, June, Keelee and Hunter Lane. This specific contract is to ensure that the projects are constructed according to the approved plans by Connecticut DEEP and the Army Corps. He said a lot of this is specialized work and some things are outside the expertise of the Department of Public Works and felt it would be in the best interest of the City and the project to attain professional services to oversee such work. The consultant was involved with the design process and very familiar and intimate with the plans. This is very advantageous to the City.

Mr. Tsiranides added that it is great to see the project going forward. He said staying environmentally friendly is a good positive move forward while trying to remedy the problems

they are having with flooding in those areas. Mr. Tsiranides asked Mr. Carr if he had any thoughts about Ms. Lauricella's question.

Mr. Carr responded that they have collaborated with the Conservation Office throughout the entire process, with the permitting, approvals and even the pre-construction walk through so they are very aware of the five (5) areas where there will be dredging. There was not a discussion regarding employing any services to or from them nor did they offer that or indicate a need for such. He has spoken with Ms. Cherichetti and members of the Conservation Office and none of them expressed a need for assistance.

Ms. Valadares said she wanted to clarify that this environmental inspection services was a requirement from the DEEP and Conservation Permit. So as part of this permit, they have to have that person hired and not a staff person so it is a third party that is required to continue the dredging project. That was one (1) of the requirements of the permit. JKB was chosen through an open RFP process. There were seven (7) companies that responded to the RFP. An internal committee was created to evaluate all of the responses including one (1) member from the Conservation Office. After evaluating all of the participants and responses, JKB was chosen.

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

INFORMATION / DISCUSSION

A. DISCUSSION

1. SEDIMENT REMOVAL CONTRACT

Mr. Carr reported on this. He stated the first of the five (5) locations will begin work on Friendly Road on Monday. The second location will be Lloyd Road and that work will begin sometime in August. He turned it over to Ms. Valadares and Mr. Berndlmaier.

Mr. Berndlmaier stated that this is the watercourse maintenance where they are starting work on Friendly Road on Monday. The heavy pipe cleaning contract has finished its work on Surrey Road which is in the same neighborhood. The heavy pipe cleaning locations has progressed very far. They have Army Corp permits for Friendly Road and June Avenue area. They have gotten four (4) out of five (5) for DEEP approval out of those five (5) locations.

2. HEAVY PIPE CLEANING CONTRACT

Mr. Berndlmaier said they are still under budget for the project. He stated that they have finished the heavy pipe cleaning in all locations except Bouton Street. They are working on Bouton Street right now, in the area underneath the railroad tracks. There is a lot of debris that gets in a culvert there. He said that is just a frequent maintenance issue that is too difficult to reach and manage. Once it gets to a certain point, they use the heavy pipe cleaning contract to clean it up. They have taken a lot of sediment

out of the West Cedar Street area and was able to remove a lot of material from in the pipe system at Surrey Drive. They got some cobbles out of the system by Hunter. He said that all of these locations are where they are doing the watercourse maintenance as well. He said they are cleaning out the pipe systems that spills out into these watercourses so when they clean up those watercourses, they are trying to minimize anything that may come back. He said they have a good team of people working on this.

Ms. Valadares stated that they have cleaned 1500 inner foot of pipe and they have removed over 500 tons of debris.

Mr. Carr added that the locations were in bulk by neighborhood. He listed the locations stating they have cleaned out the culvert by James, Oak Hills Golf course and the adjacent property, Friendly/Saddle/Surrey Areas, and they are working on County Street.

Ms. Valadares said that Hunters Lane and North Taylor was close to 7 tons, West Cedar 367, Andrews Field was about 115 and Surrey as of today was about 15 tons which adds up to a little over 500 tons.

Ms. Young asked how long it would have taken to accumulate that amount of debris/sediment and what is the cause of it.

Mr. Berndlmaier said that it has been a long time since they had a heavy pipe cleaning contract and never to the scope of magnitude that they are dealing with this year's contract. The locations that they have been at would be localized problem areas that they have had in the past, not necessarily these locations. He said he believes this accumulation of materials has been over a course of decades especially in the watercourses. Mr. Berndlmaier said they receive a lot of complaints from residents in the Friendly Pond area. It is called Friendly Pond because if you look at an aerial photo from the sixties it looks like a pond which is now just a stream. Over the decades the wetlands have accumulated a lot of deposit and material and this is the first time we have been able to get through all of the permitting to get to do a thorough cleaning of the sediment. They hope to be able to reduce the amount of sediment going back into the system. Once they get everything cleaned up they hope to manage what goes back into the system better. He mentioned how they used to put sand on the roads in the winter and that is not being done anymore.

Mr. Heuvelman asked what is done with the debris from the cleanup.

Mr. Berndlmaier said that they follow their disposal process which is to bring the material down to their operations center and Ms. Paladino handles the disposal of the material.

Mr. Tsiranides said they stopped using sand quite a while back. He said a large factor was the sand and it should make a difference now that they are not using it.

3. FLOOD STUDIES STATUS

There was no discussion on this item.

B. MONTHLY SOLID WASTE REPORT – MAY 2020

There was no discussion on this item

Mr. Tsiranides said that Ms. Lauricella had a question at the beginning of the meeting. He thinks that throughout the week someone could get in touch with her with some of the answers to her questions.

Mr. Langella thanked the Public Works Committee for all the work they are doing. He said that he spoke with Ms. Lauricella and looked into their recycling operating model and it seemed fairly intuitive. He said that it seemed there were success stories from other cities with minimal costs to the City. Mr. Langella asked if they have explored that option before and if not, do they think it would be credent for the City to explore this as it pertains to the waste tonnage and knowing that textiles probably are a heavier component of that.

Mr. Carr said that they are looking into that. He said Chris Torre and Jessica Paladino have been speaking with Ms. Lauricella about this. He said the COVID Pandemic has slowed things up. It is definitely something to consider and they will look into it and give an update to the Committee at the July meeting.

UPCOMING PROJECTS

ADJOURNMENT ****MR. KEEGAN MOVED TO ADJOURN**
****MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 7:36 p.m.

NEXT MEETING: **Tuesday, July 7, 2020**
Public Works Committee
7:00 P.M. Location TBD

Cipriano, Monique

From: Diane Lauricella <dlauricella24@yahoo.com>
Sent: Tuesday, June 02, 2020 7:12 PM
To: Cipriano, Monique
Subject: Fw: DPW Tonight: Norwalk Zero Waste Coalition: NZWC Simple Recycling Program and the need for a more comprehensive and efficient textile recovery program

CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders

Monique
Thankyou!

[Sent from Yahoo Mail on Android](#)

On Tue, Jun 2, 2020 at 4:15 PM, Diane Lauricella
<dlauricella24@yahoo.com> wrote:

George Tsiranides
Chairman

Council DPW Committee

Re: Reducing Waste Disposal Costs by optimizing textile recovery

It has been a rough and stressful few months for all and I hope this email finds you all well and safe.

The NZWC plans to continue to offer assistance to the City about many ways to save money by reducing waste disposal tonnage and cost through public education and a more robust reduction, reuse and recycling effort. We would like to assist in expediting the creation of a more efficient textile recovery program that saves money.

We feel that a more comprehensive and efficient textile recovery program is needed as soon as possible in order to save money and provide reasonable alternatives to the low key programs offered to citizens today.

Currently, private clothing donation boxes spread around the City are but one way that some used clothing is kept out of the costly disposal system. The two clothing boxes stationed at the Transfer Station provide another opportunity for textile recovery, but most citizens, especially those with curbside trash pickup, do not know it exists. Used clothing shops such as Goodwill pulls out some textiles, mostly clothing, out of the disposal stream but sector estimates that without a coordinated program, there are still tons of textiles going into the garbage disposal bins.

In addition, we believe that a robust public outreach program is needed to show the public why textile recovery is important, as the public still has the tendency to throw out their shoes, sheets, clothing and pocketbooks and other heavy textiles if they could not make it to Goodwill or a clothing donation box.

While the following system is not the only one available, it has been proven to be terrific in Rocky Hill, Stamford, CT and Natick, Massachusetts and around the country.

Baystate Recycling has a different approach, but also could be utilized to optimize the textile recovery program in tandem.

Please take a look at the website link for **Simple Recycling**, a Program that I and the NZWC proposed earlier in the year. The program in Stamford has been suspended due to the COVID19 crisis, but a review of the link below can open up a discussion about how to remove heavy textiles from the waste disposal stream (instead of paying \$ 93+/ton) and optimize textile recovery so that the City could realize some revenue instead of an expense.

<https://simplerecycling.com/>

Please advise us about when a meeting could take place in order to move forward on the prospect of optimizing textile recovery in Norwalk!

Sincerely

Diane Lauricella

203-858-1537



2019 AERIAL PHOTO DATA

1 inch = 60 feet

0 30 60 120 180
Feet

OFFICER CESAR RAMIREZ DRIVE

JANUARY 30, 2020

2

The Norwalk Hour

CLASSIFIED MARKETPLACE

203-333-4151 | classifieds@hearstmediact.com | Hours: 8:30 a.m.-4:30 p.m., M-F | Major Credit Cards Accepted

PUBLIC NOTICES

LEGAL NOTICE CARES ACT/CDBG-CV - 2020 FUNDING

The Norwalk Redevelopment Agency (Agency) is the administering agent for the City of Norwalk's entitlement grant under the Community Development Block Grant (CDBG) Program, a Federally funded program of the U.S. Department of Housing and Urban Development (HUD).

In response to the Coronavirus/COVID-19 Pandemic, on March 17, 2020 the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, to assist communities in addressing the growing needs made apparent by this public health crisis. The City of Norwalk was allocated \$521,456 in funding (CDBG-CV) to address the COVID-19 pandemic and its impact on the City.

The Agency will be amending its Program Year 45 Annual Action Plan. The Agency amended its current Citizen Participation Plan to allow for a 5-day public comment period. The Norwalk Redevelopment Agency will accept public comments on the recommended deployment of CDBG-CV Funding through Tuesday, June 30, 2020.

The Draft Amended Program Year 45 Annual Action Plan is available on-line at the City's Website here: <http://www.norwalkct.org/1412/Community-Development-Block-Grant>.

Public comments and/or questions are accepted via email submission on-ly to bidon@norwalkct.org

LEGAL NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing for the Honorary Naming of the portion of Chestnut Street from Monroe Street to Merritt Place to Officer Cesar Ramirez Drive. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the proposed Honorary street naming and to take such action on said naming that the Committee may deem advisable. The Public Hearing will be held by way of Video Conference and Teleconference on Tuesday, July 7, 2020 at 7:00 P.M. Please check the Public Works Committee agenda for additional details and instructions about how to attend this Public Hearing by way of Video Conference and Teleconference. The Public Works Committee agenda will be posted to the City website by July 2, 2020.

Dated this 17th Day of June, 2020, at Norwalk Connecticut

ATTEST: Donna I. King, City Clerk

TAG / ESTATE / CRAFT FLEA MARKET SALES

DARLEN MOVING SALE-
26 HILLSIDE AVE. Fri. 6/26 & Sat. 6/27, 9am-3pm. Toys, PS games, School items, New linens, furniture, paintings, dishes, full garage content. CASH ONLY- MASKS & Social Distancing required

ESTATE SALE/TAG SALE- 237 Newtown Ave Sat 6/27 9-2 Many antiques, quilts, tables, chairs, etc MASKS PLEASE

APARTMENTS FOR RENT

BPT- BLK #12 2nd fl, 4 lg rooms, renov, bath & kit, freshly painted, ceiling fans, refrig/cove, 1mo+1mo sec. \$1150 203-876-2076.

GARAGES FOR RENT

GARAGE FOR RENT- 1 car in Norwalk (nice area) great for parking/ storage. \$165/mo. Call Rome 203.209.8441

BUSINESS SERVICES

BEFORE YOU GO TO GOODWILL Hello all, I am interested in your unwanted media, primarily books! Before you lug those heavy boxes to Goodwill, I will come and pick them up for you, free of charge. Non-contact pick up is available. Serving all of Fairfield & Westchester County. 2035546562

DUMP RUNS

1-203-316-8300
Dump Runs Clean-ups Gar., Attic, Basement, Yard, Lawn, Leaf, Weeding, Planting, Seeding, Sod, Soil, Much Low Rates/Free Estimates
Call 203-965-0653

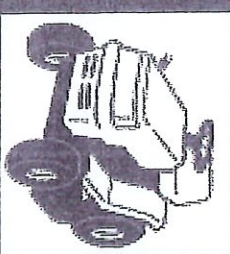
HOME IMPROVEMENT / REPAIR

1-203-316-8300
COMPLETE HOME IMPROVEMENT & REPAIR
Kitchens, Bathrooms, Basement remodeling, Replacement windows, Decks, Siding, Flooring, Carpentry, Tiling, Painting (interior/exterior), Powerwashing, Commercial, Residential & more.
Lic & Ins. Low Rates, Free est.
Call 203-965-0653

REPLACEMENT WINDOWS AND DOORS

NEW VINYL COMPOSITE & WOOD REPLACEMENT
WINDOWS, AFFORDABLE RATES, FREE ESTIMATES, LICENSED & INSURED
CALL: 203-965-0653

LAWN & GARDEN SERVICES



1-203-316-8300
SPRING CLEAN UPS
Fall Leaf Cleaning/New Lawn Installation & Repair, Detaching, Aeration, Power Seeding, Sod, Seed, Soil, Mulch, Weeding, Fall Leaf cleaning, Lawn Maintenance, Lawn Mowing, Spring Cleanups & Dump Runs, Exterior Power Washing, Painting, Masonry, Low Rates/Free Estimates
Call 203-965-0653

MASONRY / PAVING

203-316-8300
COMPLETE MASONRY & HERRING STAIRS & WALKWAYS, Patios, Walls, Pavers, Brick, Stucco, Concrete, Belgium Block, \$11.00 per Block Installed, Low Rates, Free Est. Licensed & Insured.
Call 203-965-0653

TREE SERVICES



1-203-316-8300
COMPLETE TREE Removal Services, Chipping, Stump Grinding, Storm damage, Low Rates/Free Estimates, Fully Insured, 24 hr Emergency Svc. Call 203-965-0653

WOOD

FIREWOOD FOR SALE
\$150/Half Cord
\$225/Full Cord
1-203-316-8300

What should I do during a power outage?



- Keep food as safe as possible.
- Keep refrigerator and freezer doors closed as much as possible. First use perishable food from the refrigerator, an unopened refrigerator will keep food cold for about 4 hours.
- Then use food from the freezer. A full freezer will keep the temperature for about 48 hours (24 hours if it is half full) if the door remains closed.
- Use your non-perishable foods and staples after using food from the refrigerator and freezer.
- If it looks like the power outage will continue beyond a day, prepare a cooler with ice for your freezer items.
- Keep food in a dry cool spot and keep it covered at all times.

THE SECRET'S OUT CLASSIFIED WORKS

PROFESSIONAL SERVICES TASK ORDER

Task Order 1E

July 1, 2020

Exhibit A: Scope of Work

DESCRIPTION OF WORK

Woodard & Curran (W&C) recently completed a study ("Storm Drainage System Analysis – Dreamy Hollow Neighborhood") to evaluate the storm drainage systems in the Dreamy Hollow Neighborhood of Norwalk, Connecticut where frequent flooding has been reported in roadways and on private properties. The study analyzed flood risks to public and private properties; identified existing hydraulic deficiencies; and evaluated several combinations of flood mitigation alternatives. The assessment identified potential mitigation measures that the City could implement to reduce the frequency, extents, and/or duration of flooding.

The City of Norwalk has selected the Option(s) "Trunk Line Upgrades (Saddle); Upgrade Trunk Lines (Daphne) and Flow Diversion; Dry Hill Outlet; and Betts Brook Dam Removal", referenced in the report as alternatives 2A, 2B, 3A, and 5A. The proposed infrastructure improvements are described in more detail in the scope that follows.

SCOPE OF WORK:

The intent of this Task Order is to provide engineering and permitting services associated with preferred mitigation alternatives selected by the City from the Dreamy Hollow Study. Woodard & Curran will prepare construction bid documents associated with recommended Flood Mitigation solutions from the Storm Drainage Analysis for the Dreamy Hollow Neighborhood. These services are described and broken out in detail below.

TASK 1 - DREAMY HOLLOW DRAINAGE SYSTEM IMPROVEMENTS

The City of Norwalk has selected the Option(s) "Trunk Line Upgrades (Saddle); Upgrade Trunk Lines (Daphne) and Flow Diversion; Dry Hill Outlet; and Betts Brook Dam Removal", referenced in the Dreamy Hollow Study as alternatives 2A, 2B, 3A, and 5A. W&C will design and prepare construction bid documents associated with the recommended flood mitigation solutions described as follows.

- 2A – Upgrade Trunk Line (Saddle) - The existing trunk line from Assisi Way to Friendly Pond has settled in numerous locations, causing adverse slopes which limit flow. The proposed project will replace trunk line from the northeast outfall into Friendly pond, up Friendly Pond Road, along Daphne Drive to Saddle Road, up Saddle Road and to a rear yard drainage system off Assisi Way. This improvement will increase capacity and flow to Friendly Pond. Includes approximately 3,000 linear feet of trunk line with new pipes and/or box culverts, ranging up to 5-foot diameter, 5-foot diameter double pipes, and 4'x5' or 3'x5' box culverts or equivalents. Existing catch basins will be replaced as required and tied into the new trunk line.
- 2B – Upgrade Trunk Lines (Daphne) and Flow Diversion – This includes a new interconnect pipe added to connect Theodore Lane and Honeysuckle Drive to Daphne Drive. Improvement increases capacity of system and improves flow. Includes approximately 150' of 5' diameter pipe, 300 feet of 4' diameter pipe, and 150 feet of 36" diameter pipe. Existing catch basins will be replaced as required and tied into the new storm system.
- 3A – Dry Hill Outlet – Replacement of the existing 60" culvert from Friendly Pond across Dry Hill Road with approximately 210 linear feet of 5'x8' box culvert or equivalent. This will improve outlet capacity from Friendly Pond.
- 5A - Dam removal – removing the Betts Brook Dam will enhance overall watershed drainage and flow to the river and for the mitigation accomplished with upgraded trunk lines.

The proposed project areas are shown in Figure 1. Project Limits, Drainage System Improvements, and Figure 2. Dam Removal.

Task 1.1 – Field Investigation Services

Under Task 1, Woodard & Curran will provide the field investigation services required to support design and permitting efforts. The services included are divided into the following three tasks:

Task 1.1.1: Wetland Delineation & Report

Woodard & Curran will field delineate wetlands and other waterbodies within the defined project limits that are subject to regulation under the Connecticut Inland Wetlands and Watercourses Act (IWWA) as well as Section 404 and Section 401 of the Clean Water Act (CWA). The project limits are shown approximately in Figures 1 and 2. Prior to field work, Woodard & Curran will review publicly available literature, maps, and records regarding land use of the proposed project site, including but not limited to, aerial photography, United States Geological Survey (USGS) 7.5-minute topography, USGS national hydrography data (NHD) and hydrologic unit code (HUC) maps, United States Fish and Wildlife Services (USFWS) national wetland inventory (NWI) maps, Natural Resource Conservation Service (NRCS) soil survey maps along with other research necessary to adequately assess the project area. Wetlands and waterbodies exhibiting the appropriate characteristics per the regulations will be flagged in the field with numbered plastic surveyor's tape by Woodard & Curran. Boundaries of wetlands and waterbodies will also be mapped using a sub-meter Global Positioning System (GPS) unit and recorded on field sketch maps. Surveying of wetland and/or waterbody boundaries is not included in this scope. Wetlands delineated in the field will also be assessed for functions and values using the USACE New England District Highway Methodology Workbook Supplement.

Upon completion of the field delineation and following subsequent coordination with the City of Norwalk, Woodard & Curran will download and post-process GPS data and digitize the delineated boundaries of wetlands and waterbodies in a Geographic Information Systems (GIS) database. Woodard & Curran will prepare a technical report documenting the findings of the wetland and waterbody delineation. The technical report will be provided to the City of Norwalk for review and comment and digital files (GIS or AutoCAD) depicting the wetland and waterbody boundaries will be provided to the engineering design team for incorporation into the design plans. The location of designated upland review areas will also be depicted. Woodard & Curran will review the plans for environmental impacts and permitting requirements associated with the proposed design and construction methods. Following this review for potential environmental impacts, Woodard & Curran will schedule a meeting or conference call to discuss the findings of the wetland and waterbody delineation and a permitting schedule.

Task 1.1.2: Desktop Protected Species Assessment

Woodard & Curran will conduct a preliminary desktop protected species assessment within the defined project limits. Prior to field work, Woodard & Curran will review the USFWS Information, Planning, and Consultation (IPaC) database along with the Connecticut Natural Diversity Database (NDDDB) maps and GIS to determine the approximate locations of endangered, threatened, and special concern species as well as significant natural communities in proximity to the project area. If the project area overlaps with a protected species or other significant natural community location, then an early coordination letter will be prepared and submitted to the NDDDB for comment on the effects of the proposed project. This scope of work does not include presence/absence surveys or other special studies for terrestrial or aquatic species that may be required by the agencies ahead of land-disturbing activities.

Task 1.1.3: Geotechnical Investigation

Woodard & Curran will develop a boring program intended to obtain soil type, bearing capacity, depth to groundwater and other structural characteristics to be used in the design of the new storm drainage improvements. The following sub-tasks will be completed:

- Pre-mark test boring locations and contact Dig Safe.
- Develop and conduct a subsurface exploration program to be used for design of the new storm drainage project. The boring program is anticipated to include up to approximately 16 borings drilled to an approximate depth of 20 feet below the ground surface, or refusal, whichever is shallower.
- Conduct laboratory testing to develop geotechnical design parameters for foundation support of the proposed stormwater improvements.

- Prepare a geotechnical memorandum describing work performed and key geotechnical considerations for design and construction of the proposed stormwater improvements culvert, including:
 - Depths and thickness of soil encountered in the exploration performed at the site.
 - Depth to groundwater (if encountered) in the explorations.
 - Depth to refusal (if encountered) in the explorations; and
 - Allowable foundation bearing capacity.
 - Other design recommendations

Task 1.1.4: Additional Services (Alternate)- Right-of-Way, Topographic, Utility and Planimetric Survey

This Task has been developed to define scope of services typically provided by City Staff. If the City finds they cannot meet schedule and staff requirement of task, Woodard & Curran can complete task with land survey subcontractor, upon the City's request

The existing conditions survey necessary for the design and permitting efforts will be completed within the approximate limits of the survey shown in Figures 1 and 2.

Information shall include visible surface improvements such as culverts, utility poles, pavement, curbs, wetland flags and other pertinent visible surface features. Inverts for accessible storm sewer infrastructure will be measured in the field. Right of way lines and property lines for the parcels of land within the project area will be surveyed and depicted on the plans. Topo will extend to the front of houses and include sill elevations. The topographic survey will include one (1) foot contour elevations.

The deliverable shall be a plan set signed and sealed by a Registered Professional Land Surveyor in the State of Connecticut.

Subsurface utility information including water, sanitary sewer, electric, gas, and telecomm (outside of those visible and accessible to the surveyor) to be provided by the City based on record drawings, as-builts, utility company mapping, and field collected information.

Task 1.2 – Design Services

Woodard & Curran will provide engineering design services for the proposed project as described below. The design will be compiled into one (1) set of final drawings and specifications and does not include phased bidding or construction.

Task 1.2.1 Hydrologic/Hydraulic Model

Woodard & Curran will perform hydrologic and hydraulic (H&H) analysis on Betts Pond Brook to evaluate the potential the designed improvements have on downstream flood conditions to the Norwalk River. This analysis will be accomplished by expanding the study area of the Dreamy Hollow XPSWMM model to encompass the full Betts Pond Brook Watershed. To keep the study focused and efficient, the watershed above the confluence with Friendly Pond outfall will be studied primarily by 2D methods. Only the dams for Woods Pond, 14 Arce Pond, & Betts Pond will be included in the 1D model. Downstream of the confluence of Friendly pond confluence the structures along Betts Pond Brook will be integrated in the 1D or 2D models.

The deliverable for this task will be a H&H Technical Memorandum summarizing the analysis findings and recommendations (if any) to reduce flood impacts on the study area.



Task 1.2.2 Design Development

Design development services include developing plans and specifications as follows;

- A. Project Drawings: W&C will develop plans depicting the existing conditions and proposed design within the project limits. Components of the design (i.e. storm drains, sanitary sewer, trench patch and overlay) will be designed based on the City of Norwalk's Drainage Manual, the City of Norwalk Department of Public Works Roadway Standards and the City of Norwalk Department of Public Works Standard Detail Drawings and supplementary information provided by Public Works.
- B. Technical Specifications: W&C will prepare Technical Specifications required for the proposed improvements. The City of Norwalk utilizes the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 817, 2016 as revised by Supplemental Specifications, most recently dated July 2019 (otherwise referred to as "Form 817").

W&C shall work collaboratively with Public Works to modify Technical Specifications to the City's acceptance. The City will provide "front-end" sections of the Bid Documents, including the Invitation to Construction, Itemized Proposal, Bid Forms, Statement of Non-Collusion, Bidder Qualification Statement, Special Provisions and Bond Forms.

- C. Opinion of Probable Construction Costs: W&C will prepare an opinion of probable construction cost for the work at 90% level design stage. The estimate will be based on available advertised/awarded projects by municipalities and public agencies such as CTDOT and on prevailing prices for items established by the CTDOT weighted unit prices in the Master Bid Item Lists. Unit prices not provided by CT DOT or other sources will be developed based on vendor quotes, RS Means Cost Data, and W&C's experience with similar work.
- D. Deliverables: W&C will provide to the City a set of 90% design plans and technical specifications in PDF format. W&C will address City comments of the 90% plans and specifications and revise the plans and specs and resubmit a final set of plans & technical specifications for the City to incorporate into the final Bid Documents.

Task 1.3 - Permitting

Woodard & Curran will prepare and submit the following permitting packages for permits which we have identified at this time as required for construction:

Task 1.3.1 – City of Norwalk Inland Wetland Agency Permit

Upon completion of preliminary environmental studies (including the field delineation of wetlands and waterbodies), Woodard & Curran will prepare and submit an application to the City of Norwalk Conservation Commission and Inland Wetland Agency for project impacts to wetlands, waterbodies, and/or upland review areas. The permit application will include the required forms, site plans, project narrative, alternatives considered, environmental impacts, proposed mitigation along with supplemental engineering calculations and information as needed. If needed, Woodard & Curran may schedule and complete an informal pre-application meeting or conference call with the City of Norwalk Conservation Commission and Inland Wetland Agency to discuss the project, reasonable alternatives, and permitting requirements in order to facilitate the project approval.

Task 1.3.2 –Army Corps General Permit for the State of Connecticut

Upon completion of preliminary environmental studies (including the field delineation of wetlands and waterbodies), Woodard & Curran will prepare and submit an application for a General Permit (GP) to the Connecticut Department of Energy and Environmental Protection (CTDEEP) for project impacts to jurisdictional wetlands and/or waterbodies. Depending on the level of impact, the project may qualify for Self-Verification (SV) or would otherwise be authorized by the submittal of a Pre-Construction Notification (PCN). If a project qualifies for SV, then Woodard & Curran would prepare and submit the Self-Verification Notification Form (SVNF) to the CTDEEP Inland Water Resources Division as well as the US Army Corps of Engineers (USACE). If a project is ineligible for SV, then it may be reviewed under a PCN which requires an application be submitted to the USACE. If a PCN is required, Woodard & Curran would

prepare and submit the PCN application including the required ENG Form 4345, site plans, project narrative, description of avoidance and minimization measures, wetland delineation data sheets, wetland functions and values assessment forms, agency consultation, and proposed mitigation.

For these drainage improvement projects, we anticipate that the projects may be authorized under one or more of the following GPs:

- **GP 2.** Repair or Maintenance of Existing, Currently Serviceable, Authorized or Grandfathered Structures & Fills, Removal of Structures
- **GP 6.** Utility Line Activities
- **GP 10.** Aquatic Habitat Restoration, Establishment & Enhancement Activities

Please note that this scope of work does not include preparation or submittal of a USACE Individual Permit (IP), Individual 401 Water Quality Certification (WQC), detailed compensatory mitigation plan, or a CTDEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities. If required, those permit applications and plans may be developed under a separate scope and fee. Woodard & Curran will complete a pre-application meeting with the USACE and/or CTDEEP as necessary.

Task 1.3.3 Construction Stormwater General Permit

It is anticipated that the construction of the "Trunk Line Upgrades (Saddle)" and the "Upgrade Trunk Lines (Daphne) and Flow Diversion" will exceed one (1) acre of disturbance. The General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities ("Construction Stormwater General Permit") requires projects that will disturb greater than one acre to implement a Stormwater Pollution Control Plan to prevent the movement of sediments off construction sites into nearby water bodies and to address the impacts of stormwater discharges from a project after construction is complete. Woodard & Curran will prepare an application for registration under the General Permit to CTDEEP. The application will include the development of a Stormwater Pollution Control Plan (SWCP). As part of this task, it is assumed that water quality and flow attenuation design is not required given the project falls within the framework of replacement of existing utilities, and will likely not result in the creation of any new additional impervious surfaces.

Task 1.3.4 – City Floodplain Development Permit

It is anticipated that the dam removal on Betts Pond Brook will require a City Floodplain Development Permit. Which includes Conditional Letter of Map Revision (CLOMR) submittal to FEMA, as this activity will impact the Effective FEMA Floodway. Woodard & Curran will develop the revised FEMA hydraulic study based on the design developed in this project and CLOMR submittal documentation for FEMA. The CLOMR will also require submission of a certification of Compliance with section 9 & 10 of the Endangered Species Act prepared above. Process will also require property owner notification for those impacted by changes in elevation, mapping, and Floodway which will be distributed by City upon FEMA request.

Woodard & Curran will submit CLOMR request on the cities behalf with a FEMA FEE estimated at \$7,000 (\$7,000, plus \$60/hr) to FEMA for their review. The City of Norwalk is responsible for providing this FEE to Woodard and Curran prior to CLOMR submittal. The FEE is not included in the cost associated with this task order.

Post dam removal FEMA will require the submittal of a Letter of Map Revision (LOMR) to revise floodplain to reflect post construction conditions. Woodard and Curran can develop and submit this request to FEMA under a separate scope and fee.

Task 1.3.6 – Response to Regulatory Comments

Woodard & Curran will address comments from regulators following submittal of initial permit applications prepared in Tasks 1.3.1 and 1.3.2. We anticipate responding to one set of comments for each permit application. This proposal includes a maximum of 40 hours of staff time to respond to regulatory comments. Additional unforeseen effort can be provided via separate task order and fee

ASSUMPTIONS

The following represents W&C's understanding of items that need additional clarification and/or assignment of responsibility for work.

1. City will provide all record drawings required, including service tie cards, for all municipal owned subsurface utilities.
2. City will provide access to private property when required.
3. City will coordinate, schedule, and facilitate neighborhood meetings, as necessary.
4. City will coordinate, schedule, and facilitate utility coordination meetings, as necessary.
5. The City will provide "front-end" sections of the Bid Documents, including the Invitation to Construction, Itemized Proposal, Bid Forms, Statement of Non-Collusion, Bidder Qualification Statement, and Bond Forms.
6. Design of relocations for other utilities is not included.
7. Pipe trench restoration will include full depth asphalt replacement (including subbase). The City will be provided the option to also mill and repave the top course of the entire width of the road for the length impacted by pipe improvements. Woodard & Curran can also advise of the cost of top course replacement and full depth (i.e. top course & binder) asphalt replacement options. No new curb installation, crosswalks or sidewalk rehabilitation is included, except where disturbed within the project limits.
8. Closed drain system sizing will be based on the 25-year storm event.
9. Design of any downstream improvements are not included in this scope of work.
10. City will contact utility companies to request utility locations within project limits.
11. Project will be bid as a single construction contract. Bid documents will not include project phasing.
12. We assume abutter notifications are limited to within 100 feet of the project area.
13. No Conservation Commission filing will be necessary to perform the geotechnical exploratory borings.
14. Geotechnical field investigations (borings) and survey are assumed to take place during non-winter conditions. Changes in fee may be required if as a result of schedule, these activities need to be conducted in winter conditions.
15. Police details, if required for work within the right-of-way, will be paid for directly by the Client.
16. Various subsurface utility infrastructure exists within the Project's limits of work. The location of surface visible structures within the project limits will be determined through actual field survey. The location and extent of the subsurface utilities will be developed based on record drawings from the City and private utility companies. Woodard & Curran will rely on the accuracy of information provided by others. This scope of work does not include subsurface investigations to locate utilities (i.e. geophysical surveys, etc.).
17. The technical specifications will require the Contractor to be responsible for the design of excavation support and dewatering systems. Therefore, Woodard & Curran has not included these services in the scope of work.
18. Permit application fees, public notice and advertisement fees will be paid for directly by City.
19. Scope of services and fees associated with services provided during public procurement, contractor selection, and construction will be included in a separate contract.
20. Geotech cost include up to 10 feet of rock coring will be conducted during the boring program to establish ledge refusal and assess the competency of ledge encountered.
21. Geotech cost included one day of soft excavation (vacuum test pits) for circumstances where the density of existing utilities necessitates additional care during the boring program.
22. The environmental permitting scope of work does not include the preparation of a detailed, site-specific wetland/stream/habitat mitigation plan that may be required by regulatory agencies based on their review of the permitting submittals captured in the scope of work of this proposal. If required, we can provide such services via a separate scope and fee proposal.
23. W&C will receive as-built locations of all subsurface infrastructure from the City of Norwalk in electronic GIS format, with a separate layer for each utility type (i.e. water, sewer, gas, electric, communications, etc). The proposal is based on the City having all of this information and assumes that GPR or other subsurface utility locating services are not required.

COMPENSATION

Please refer to the following compensation table for a breakdown of the proposed lump sum fees for the professional services associated with the tasks listed herein. The fees are broken out per task and subtasks, and include estimated internal labor hours and subconsultant expenses.

COMPENSATION TABLE:

	Task/Subtasks	Hrs	Labor	Subs	Total
1	Dreamy Hollow Drainage System Improvements				
1.1	Field Investigation Services	90	\$ 16,078	\$ 48,725	\$ 64,803
1.2	Design Services	2,090	\$339,475	\$ -	\$339,475
1.3	Permitting	800	\$123,992	\$ -	\$123,992
	Additional Services (Alternate) - Land Survey	0	\$ -	\$ 49,616	\$ 49,616
	Totals Task 1	2,980	\$479,545	\$ 98,341	\$578,886

DESIGN SCHEDULE

Work is to be completed within 18 months of execution of this contract and written authorization from the City to proceed.

TERMS AND CONDITIONS

The existing Terms and Conditions on file with the City will remain in effect for this contract. If the City finds this task order acceptable, we will await a PO and formal authorization to proceed prior to initiating the work.

We appreciate the opportunity to continue to support the City. If you have questions, please do not hesitate to call me directly at 914-960-2836 or via email at acatalano@woodardcurran.com.

Sincerely,

WOODARD & CURRAN, INC.

Anthony Catalano, P.E.
Senior Principal

PN 232240.00

Steve Lauria, P.E.
Principal



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Anthony Carr, P.E., C.F.M. – Chief of Operations and Public Works

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

CC: Vanessa Valadares, P.E. - Principal Engineer

REF: Professional Engineering Services for the Design of the Historic Street Light System on Wall Street

DATE: June 19, 2020

On December 10, 2019, the Common Council authorized the Mayor, to execute an Agreement between the City of Norwalk and Southport Associates, PC, for Professional Engineering Services for the Design of the Historic Street Light system on Wall Street, for a sum not to exceed \$16,800.00 to be paid from Account No. 014030-5258. Vanessa Valadares and I have discussed this and would like to add an additional Capital Budget Account for this work to be paid from.

Therefore, I would like to request that the following item be included on the agenda for the July 7, 2020 meeting of the Public Works Committee of the Common Council for approval.

- 1.) Technical Correction of the Common Council Action of December 10, 2019, Item VII.A.1 to add the account(s) designated for LED Street Light Conversion - Design.

Account No. 09 20 4031 5777 C0647

Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Southport Associates, PC, for Professional Engineering Services for the Design of the Historic Street Light system on Wall Street, for a sum not to exceed \$16,800.00.

Account No. 014030-5258

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

V. COUNCIL PRESIDENT

Council President Smyth announced the cancellation of the December 24th, 2019 Common Council meeting.

A. GENERAL COUNCIL BUSINESS:

1. Discussion regarding pending litigation titled Firetree Ltd. V. City of Norwalk, Et. Al., D.N. 3:17-CV-O1088, pending in the United States District Court, District of Connecticut.
EXECUTIVE SESSION
APPROVED SETTLEMENT DISCUSSED IN EXECUTIVE SESSION

- B. CONSENT CALENDAR:** VI.A.1, VII.A.1, VII.A.2, VII.A.3, VII.A.4a, VII.A.4b, VII.B.1a, VII.B.1b, VII.B.2, VII.B.3, VII.B.4, VII.B.5, VII.B.6, VII.7a, VII.B.7b, VII.B.8a, VII.B.8b, VII.B.9a, VII.B.9b, VII.B.10, VII.C.1a, VII.C.1b

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorize the Mayor, Harry W. Rilling, to sign the settlement agreement and release with Turco Golf, Inc. and Fuss & O'Neill, Inc. to resolve the claims and potential litigation regarding the construction of the batting cage at Nathan Hale Middle School.
EXECUTIVE SESSION **AUTHORIZED**

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Southport Associates, PC, for Professional Engineering Services for the Design of the Historic Street Light System on Wall Street, for a sum not to exceed \$16,800.00

Account No. 01 40 30 5258

AUTHORIZED

2. Authorize the Mayor, Harry W. Rilling, to execute a lease agreement (File No. 102-119-03A) with the State of Connecticut Department of Transportation at no monthly cost for the purpose of constructing a portion of State Project 102-350 Norwalk River Valley Trail – Phase 2.
AUTHORIZED
3. Authorize the Mayor, Harry W. Rilling, to execute an agreement with VHB, Inc. for the design of adaptive signals on West Avenue for an amount not to exceed \$30,000.00.

Account No. 09 20 4120 5777 C0232

AUTHORIZED

- 4a. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with National Water Main Cleaning Company for Cleaning Existing Drain Systems at Various Locations (Project DRG 2019-1) for an amount not to exceed \$468,800.00.



CITY OF NORWALK
Jessica C. Paladino
Waste Programs Manager
jpaladino@norwalkct.org
15 South Smith Street
Norwalk, CT 06855

MEMORANDUM

TO: Anthony R. Carr, Director of Public Works
FROM: Jessica C. Paladino, Waste Programs Manager
CC: Chris Torre, Highway Superintendent
DATE: Solid Waste Disposal Fee
RE: July 1, 2020

The City of Norwalk's Current Fee for Acceptable Municipal Solid Waste (MSW) is \$85/Ton. The MSW Disposal Fee was set on November 13, 2012.

In order to bring the MSW Fee in-line with surrounding communities, DPW recommends increasing the Disposal Fee for MSW from \$85/Ton to \$90/Ton this fiscal year; and then increasing the Disposal Fee for MSW to \$95/Ton, effective July 1, 2021.

Under the contract with City Carting for the Transportation & Hauling of MSW the City of Norwalk paid and/or pays:

- \$88/Ton for FY 17-18
- \$89/Ton for FY 18-19
- \$91/Ton for FY 19-20
- \$93/Ton for FY 20-21, effective July 1, 2020
- \$95/Ton for FY 21-22, effective July 1, 2021

The Fee for Solid Waste Disposal at surrounding towns/cities are:

- Greenwich, CT: \$112/Ton (effective July 1, 2020)
- Stamford, CT: \$95/Ton
- Stratford, CT: \$95/Ton
- Darien, CT: \$94/Ton

6

During FY 17-18 the City collected approximately \$414,900 in MSW Fees (~4,881 Tons); which was a lost revenue of approximately \$14,600.

During FY 18-19 the City collected approximately \$496,300 in MSW Fees (~5,839 Tons); which was a lost revenue of approximately \$23,300.

During FY 19-20 the City collected approximately \$468,700 in MSW Fees (~5,514 Tons); which was a lost revenue of approximately \$33,000.

During FY 20-21, if the MSW Disposal Fee remains at \$85/Ton; the City estimates it will have a lost revenue of \$39,000 - \$47,000.

If the MSW Disposal Fee increase to \$90/Ton; the City estimates it will have a lost revenue of \$14,000 - \$17,000 for FY 20-21.



MEMORANDUM

TO: DEPARTMENT OF PUBLIC WORKS COMMITTEE

CC: CORPORATION COUNSEL

FROM: VANESSA VALADARES, P.E. – PRINCIPAL ENGINEER

RE: RIGHT OF ACCESS AGREEMENT WITH EVERSOURCE ENERGY

DATE: JUNE 30, 2020

Dear Committee Members:

Yankee Gas Services Company - DBA Eversource Energy has requested access to 102 New Canaan Ave. to perform the Work described in Part A below. The area in which Eversource seeks access is not in the City's right of way, and as such, Public Work cannot process this request as an Encroachment Permit. In the spirit of cooperation, we consulted with the Law Department on whether Public Works can grant access some other way. We have been advised that this can be done by way of a simple access agreement which would identify the access area (which would include the specified work area and passage way to access the work area), and provide for standard terms and conditions provide reasonable protections against loss and damage to property an personal injury, e.g. - a duty to restore and property damaged as a result of access, indemnify the City in the event of losses caused by negligence, and provide appropriate insurance coverage. The basic term sheet is set forth in Part B below with the agreement based on advice of counsel in the event of approval by this Committee.

Part A: Work.

Eversource plans to activate and odorize approximately 3 miles of 12" steel gas main on Rte 123 from Little Brook Rd in New Canaan to Silvermine Ave in Norwalk in September 2020.

The activation process consists of purging the line safely with nitrogen and natural gas (day 1) followed by a "pickle" and flare with mercaptan (day 2). This is a common practice at Eversource for activation of gas mains of this size and type.

The pickle process (day 2) is a conditioning of the pipeline to strengthen the natural gas odor and consists of a injecting mercaptan and oil into the pipeline at Little Brook Rd and a flaring off the mixture near Silvermine Ave. The mercaptan is flared off to eliminate nuisance odor calls, as well as burn off methane in an environmentally safe manner.

The flares, which are approximately 10' above grade, are typically set up in the road ROW as far away from trees, powerlines, pedestrians and car traffic as possible. Due to congestion, the end points on this project are not preferred locations to flare and therefore, we are proposing a location north of fire station 1 in the field between the fire house and the ball field (see attached). The entire operation is continually manned by trained Eversource technicians.

Eversource technicians and equipment will enter the area via a fence gate near the rear of the fire house. No vehicles will be driven on the grass area.

The flaring would take place during the day on a weekday and will typically last 2-3 hours.

Any grass damaged during the procedure will be repaired by Eversource.

The field area enclosed by the fence will need to be closed and cones / warning tape will be installed as shown on the attached.

Part B: Term Sheet.

Access Area: The Work Area and Ingress and Egress Area are identified in the map attached to this Memo as Exhibit A.

Access Scope: Access granted will be limited to performing Work described above, and such activities necessary and incidental thereto.

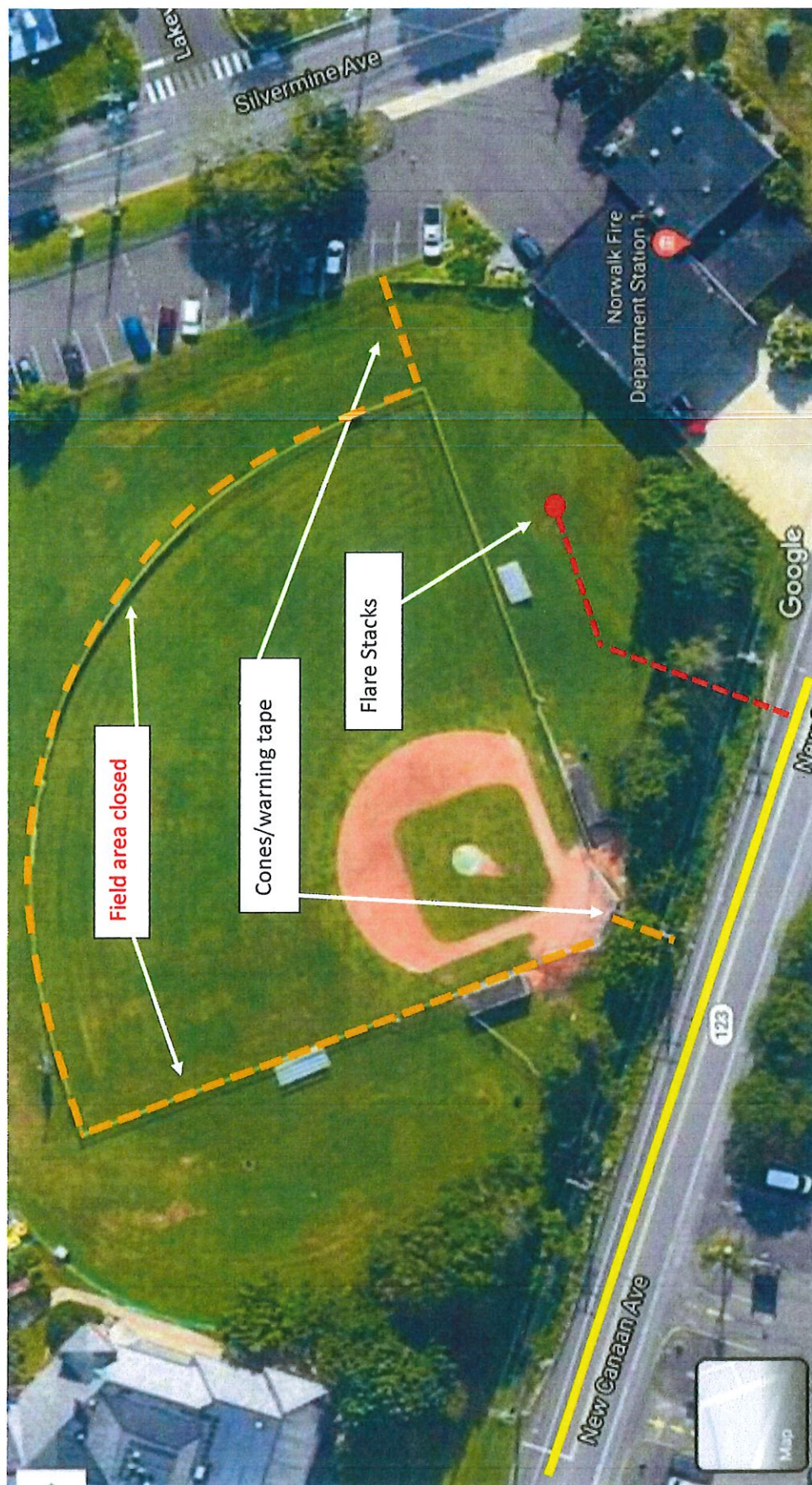
Term: Eversource will have sixty (60) days to schedule the Work. Access will be limited to conducting the Work during a single day.

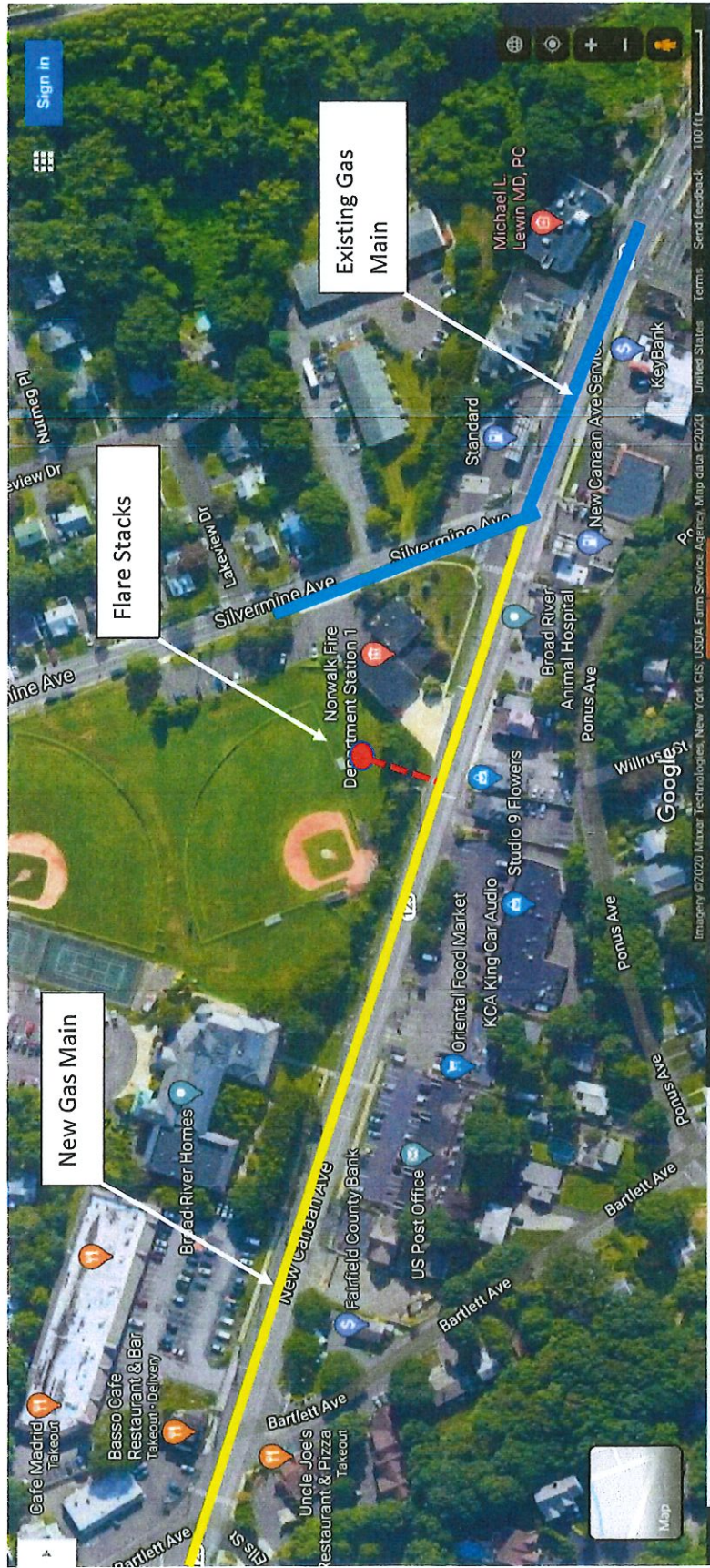
Other Terms:

(a) **Restoration:** In the event of damage to the Access Area, Eversource to restore the Access Area to the condition immediately preceding its use therefore.

(b) **Indemnification:** Eversource to indemnify the City for losses caused by its negligence.

(c) **Insurance:** Eversource to have the following insurance coverage: Worker's Compensation insurance at or exceeding the state minimum requirements, and general commercial liability and auto coverage of at least 1MM per occurrence and 2MM in the aggregate.





102 New Canaan Ave., Norwalk

Proposed Flare Stack Location



MEMORANDUM

TO: Anthony Carr, P.E. – Chief of Operations & Public Works

FROM: Themba Chirambo – Junior Engineer

CC: Vanessa Valadares, P.E. – Principal Engineer;
Drew Berndlmaier, P.E. – Senior Engineer

REF: Public Works Committee Agenda Item – RD2020-1 Concrete Curbs and Sidewalks in various locations

DATE: June 25, 2020

I would like to request that the following items be included on the agenda for the July Public Works Committee meeting.

1. Authorize the Mayor, Harry W. Rilling, to execute an agreement with The Grasso Companies LLC for Project RD2020-1 Concrete Curbs and Sidewalks in various locations for a sum not to exceed **\$2,749,668.**
2. Authorize the Director of Public Works, to execute orders on the Contract with The Grasso Companies LLC for Project RD2020-1 Concrete Curbs and Sidewalks in various locations for a sum not to exceed **\$274,966.80.**

Account#'s:

09 21 4021 5777 C0318
09 21 4021 5777 C0021

The purpose of this project is:

In anticipation of proposed paving, grade changes, curb reveal and ADA accessibility all contribute to the need to replace curbs and sidewalks within defined areas:

- Woodward Avenue
- Ohio Avenue area – neighborhood includes several adjacent streets.

The Grasso Companies LLC was the apparent lowest bidder on the June 24, 2020 bid opening.



Bid Sheet

Project: RD 2020-1 CONCRETE CURBS & SIDEWALKS

BID OPENING: WEDNESDAY
JUNE 24, 2020
2:00 PM

<u>Bidder</u>	<u>Bid Amount</u>	<u>Bid Bond</u>
The Grasso Companies LLC	\$2,749,668.00	15%
Star Construction Corporation	<i>\$2,958,830.00</i>	15%
Deering Construction Inc.	\$2,999,288.75	15%
M. Rondano	<i>\$3,900,747.50</i>	15%

ProjectNumber: RD2020-1

Project Name: CONCRETE CURBS AND SIDEWALKS AT VARIOUS LOCATIONS

Item Number	Description	Quantity	Unit	Apparent Low Bidder		Second Bidder		Third Bidder		Engineer's Estimate	
				UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount
0304002	PROCESSED AGGREGATE BASE	60.00	CY	\$40.00	\$2,400.00	\$45.00	\$2,700.00	\$35.00	\$2,100.00	\$42.00	\$2,520.00
0406204 A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	3310.00	SY	\$60.00	\$198,600.00	\$60.00	\$198,600.00	\$60.00	\$198,600.00	\$65.00	\$215,150.00
0507042 A	RESET CATCH BASIN	48.00	EA	\$500.00	\$24,000.00	\$500.00	\$24,000.00	\$500.00	\$24,000.00	\$550.00	\$26,400.00
0507781	RESET MANHOLE	15.00	EA	\$500.00	\$7,500.00	\$500.00	\$7,500.00	\$475.00	\$7,125.00	\$550.00	\$8,250.00
0507792 A	RECONSTRUCT CATCH BASIN	58.00	VF	\$250.00	\$14,500.00	\$275.00	\$15,950.00	\$275.00	\$15,950.00	\$280.00	\$16,240.00
0651343 A	MISCELLANEOUS STORM DRAINAGE MODIFICATIONS	1.00	ALLOW	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
0811001 A	CONCRETE CURBING	21196.00	LF	\$32.00	\$678,272.00	\$36.00	\$763,056.00	\$42.00	\$890,232.00	\$42.00	\$890,232.00
0811007 A	CONCRETE CURBING (<45 LF PER MOB.)	45.00	LF	\$75.00	\$3,375.00	\$45.00	\$2,025.00	\$45.00	\$2,025.00	\$50.00	\$2,250.00
0813015 A	5" X 16" GRANITE STONE CURBING (STRAIGHT)	1272.00	LF	\$55.00	\$69,960.00	\$56.00	\$71,232.00	\$62.00	\$78,864.00	\$50.00	\$63,600.00
0815001	BITUMINOUS CONCRETE LIP CURBING	50.00	LF	\$6.00	\$300.00	\$9.00	\$450.00	\$5.00	\$250.00	\$10.00	\$500.00
0921001 A	CONCRETE SIDEWALK	93799.00	SF	\$9.00	\$844,191.00	\$10.00	\$937,990.00	\$9.25	\$867,640.75	\$12.00	\$1,125,588.00
0921004 A	CONCRETE SIDEWALK (<110 SF PER MOB.)	110.00	SF	\$20.00	\$2,200.00	\$15.00	\$1,650.00	\$12.00	\$1,320.00	\$20.00	\$2,200.00
0921010 A	CONCRETE DRIVEWAY RAMP (<90 SF PER MOB.)	90.00	SF	\$20.00	\$1,800.00	\$20.00	\$1,800.00	\$15.00	\$1,350.00	\$21.00	\$1,890.00
0921011 A	CONCRETE DRIVEWAY RAMP	14177.00	SF	\$10.00	\$141,770.00	\$11.00	\$155,947.00	\$11.00	\$155,947.00	\$13.00	\$184,301.00
0922001 A	BITUMINOUS CONCRETE SIDEWALK	550.00	SY	\$36.00	\$19,800.00	\$43.00	\$23,650.00	\$50.00	\$27,500.00	\$52.00	\$28,600.00
0924007 A	HANDICAP RAMPS (ADA COMPLIANT)	111.00	SF	\$40.00	\$4,440.00	\$40.00	\$4,440.00	\$25.00	\$2,775.00	\$40.00	\$4,440.00
0944003 A	FURNISHING AND PLACING TOPSOIL	2550.00	SY	\$10.00	\$25,500.00	\$10.00	\$25,500.00	\$10.00	\$25,500.00	\$11.00	\$28,050.00
0950003 A	TURF ESTABLISHMENT (LAWN)	7360.00	SY	\$1.00	\$7,360.00	\$1.50	\$11,040.00	\$1.00	\$7,360.00	\$3.00	\$22,080.00
0975004 A	MOBILIZATION AND PROJECT CLOSEOUT	1.00	LS	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00	\$34,000.00	\$34,000.00	\$50,000.00	\$50,000.00
0980003 A	PROJECT SURVEY AND STAKEOUT	1.00	ALLOW	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00

Project Number: RD2020-1

Project Name: CONCRETE CURBS AND SIDEWALKS AT VARIOUS LOCATIONS

Item Number	Description	Quantity	Unit	Apparent Low Bidder		Second Bidder		Third Bidder		Engineer's Estimate	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1000010 A	MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY CONDITIONS	1.00	ALLOW	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
1302060	RESET GATE BOXES	65.00	EA	\$80.00	\$5,200.00	\$120.00	\$7,800.00	\$50.00	\$3,250.00	\$110.00	\$7,150.00
					\$2,749,668.00		\$2,958,830.00		\$2,999,288.75		\$3,332,941.00

Apparent Low Bidder = The Grasso Companies, LLC Monroe, CT

Second Bidder = Star Construction Corporation, Stratford, CT

Third Bidder = Deering Construction, Inc. Norwalk, CT

MEMORANDUM

TO: Members of the Department of Public Committee;
Members of the Planning Commission;
Members of the Common Council
Mayor Harry W. Rilling

FROM : Darin L. Callahan, Assistant Corporation Counsel

CC: Anthony Carr, Chief of Operation and Public Works;
Steve Kleppin, Director of Planning and Zoning
Bill Ireland, Chief Building Official
Michael Yeosock, Assistant Director of TMP
Mario Coppola, Corporation Counsel

DATE : June 30, 2020

RE: **SoNo Collection – OSTA Required Conveyance to the City of Norwalk**

Attached is a letter from Deborah R. Brancato, an attorney representing Norwalk Land Development, LLC/The SoNo Collection (the "Owner"). As the Owner continues to pursue all of the final approvals and certificates for the development of the SoNo Collection (the "Project"), the Office of the State Traffic Administration has required that the Owner convey two small areas of their property to the City. This is required because during the design phase of the Project, the City requested that West Avenue and North Water Street be widened to include the two small conveyance areas depicted in the attached survey.

The pertinent supporting documentation provided are:

- A proposed deed which the law department has reviewed and finds acceptable.
- The survey depicts Conveyance Area A and Conveyance Area B located on West Avenue and North Water Street respectively (the "Conveyance Areas").

- A memorandum from Roux Associates, which is the consulting firm that is monitoring and responsible for the site remediation.

The conveyance is for no consideration so the City will acquire the Conveyance Area at no cost. The Conveyance Areas include granite curbing and pave roadway only and are constructed using Standard City materials and in full compliance with the City standards for road construction.

The Project is subject to a mortgage and the Owner is seeking a partial release of the Conveyance Areas from their lender. Any approval to accept this conveyance should be conditioned upon receipt and law department approval of the partial release.

REQUESTED ACTION:

- A. **Authorize the Mayor Harry W. Rilling to execute any and all documents necessary for the conveyance of the following land from Norwalk Land Development, LLC to the City of Norwalk at no cost subject to a release of mortgage(s) encumbering said land:**
 1. Certain piece or parcel is identified as "Conveyance Area A" having an area of 1,263±S.F. as shown on map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc;
 2. Said piece or parcel of property is identified as "Conveyance Area B" having an area of 237±S.F. as shown on map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc.
- B. **Referral of Item A to the Planning Commission for a Report and Recommended Action pursuant to Conn. Gen. Stat. § 8-24.**

A copy of the above referenced map is attached as Exhibit A to this Memorandum for your ready reference.

Exhibit A

(Carmody Torrance Sandak Hennessey Letter dated June 24, 2020)

June 24, 2020

VIA E-MAIL

Eric Bernheim, Esq.
Halloran & Sage LLP
315 Post Road
Westport, CT 06880
bernheim@halloransage.com

RE: Norwalk Land Development, LLC/The SoNo Collection
Roadway Parcel Conveyance

Dear Eric:

Pursuant to Conn. Gen. Stat. § 8-24, I am writing to request City acceptance of the conveyance of certain roadway portions of The SoNo Collection property located at 100-101 North Water Street (MBL 2-18-3) (the "Property") from the owner and redeveloper of same, Norwalk Land Development, LLC (the "Owner").

Background

Pursuant to a certain Land Disposition & Development Agreement, as amended, between Owner, the City of Norwalk ("City"), and the Norwalk Redevelopment Agency dated February 10, 2016, Owner has redeveloped the Property with a mixed-use mall project now known as The SoNo Collection (the "Project"). Part of the approval process for the Project included an application to the State of Connecticut Department of Transportation for a Certificate from the Office of the State Traffic Administration (the "OSTA Certificate"). The OSTA Certificate process involved a detailed review of traffic and infrastructure implications of the Project by State and local City officials, including Mr. Bruce J. Chimento of the Norwalk Traffic Authority, Mr. Michael M. Yeosock P.E. formerly of the Norwalk Department of Public Works (DPW), and Mr. William D. Ireland of the Norwalk Building Department. Extensive collaboration between Owner, the State, and City officials resulted in the issuance of the OSTA Certificate with about thirty (30) conditions to be satisfied by Owner; many of the included conditions were the result of direct requests or feedback from the City.

{57252016}

Eric Bernheim, Esq.
June 24, 2020
Page 2 of 3

To date, Owner as satisfied all but one condition of its OSTA Certificate, set forth below:

24. That prior to the issuance of an encroachment permit, sufficient property be deeded along the site frontage, for highway purposes, to the City, at no cost, to accommodate the proposed roadway widening, and a sidewalk/snowshelf.

The roadway widening referred to above is set forth in other conditions (Nos. 5 & 7) of the OSTA Certificate and relates to widening of North Water Street and West Avenue, among other areas. The widening of these two roads along the Property frontage was specifically requested by DPW during the traffic-related review of the Project. Pursuant to the OSTA Certificate, the widenings occurred during the construction and development of the Project.

Because portions of the road that were widened are owned by Owner, condition No. 24 was included in the OSTA Certificate to ensure that such areas were officially conveyed to the City such that the City would be the legal owner of the public right-of-way. Owner has been and remains supportive of the City goals to improve the public thoroughfares around the Property, and is now seeking to complete this final condition of the OSTA Certificate by conveying the roadway pieces to the City, as has always been contemplated.

Request

While the widening of the road was thoroughly vetted and reviewed by appropriate City departments and contemplated in the concept plans ultimately reviewed and approved by the City's Common Council, Owner is now seeking approval as the City deems necessary to record a deed and map, as attached hereto, to accomplish the required conveyance. The deed and map are drafted in a manner that will result in conveyance of only roadway and granite curbing, which were constructed using standard City materials and in full compliance with City of Norwalk municipal Code, Chapter 95, Section 23. The conveyance does not include any portion of any sidewalk, and, for the avoidance of doubt, Owner shall remain responsible for maintenance of the sidewalks. In addition, the conveyance is for no consideration, and will, thus, as required under the OSTA Certificate, be at no cost to the City.

Further to this request, enclosed herewith for your review and consideration are the following materials:

- A proposed Quitclaim Deed, that would convey the two roadway parcels to the City of Norwalk;
- A Right of Way Survey prepared by Langan CT, Inc., the Project engineer, depicting the two areas to be conveyed – Conveyance Area A and Conveyance Area B. Note 5 on the map confirms that the conveyance areas including only roadway and granite curbing;

Eric Bernheim, Esq.
June 24, 2020
Page 3 of 3

- A copy of the OSTA Certificate (which has been extended from its original expiration date to July 31, 2020, in recognition of the fact that Condition No. 24 remains outstanding); and
- A memorandum from Roux Associates, the consulting firm managing environmental remediation of the Property, confirming that the closest soil samples to the conveyance areas, which likely represent what may be in the conveyance areas, were below CT state remedial standards, and that areas are covered with asphalt/curbing as contemplated in the Remedial Action Plan for the Property, and which renders any potential soil issue, if any, "inaccessible" as defined in the CT State remedial standard regulations.

Please further note that Owner is currently seeking consent and a partial release from its lender regarding a mortgage currently encumbering the Property, with respect to the roadway conveyance areas. It is anticipated that Owner will obtain this consent and release as a condition precedent to recording the map and deed to complete the conveyance.

We are happy to discuss any of this further should have any questions, and look forward to the City's review of the matter.

Sincerely,



Deborah Brancato, Esq.

Enclosures

Record and Return To:
City of Norwalk
125 East Avenue
Norwalk, CT 06851
Attn: Mario Coppola, Esq.

QUITCLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME GREETING:

KNOW YE, that **NORWALK LAND DEVELOPMENT, LLC**, a Delaware limited liability company having a mailing address at 350 N. Orleans Street, Suite 300, Chicago, IL 60654 (the "Grantor"), for the consideration of **ONE DOLLAR (\$1.00)** and other good and valuable consideration received to its full satisfaction of the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut having a mailing address at 125 East Avenue, Norwalk, CT 06851 (the "City"), does convey, transfer, remise, release and forever **QUITCLAIM WITH QUITCLAIM COVENANTS** unto said Grantee and its successors and assigns forever, all right, title, claim and demand whatsoever as said Grantor has or ought to have in or to those certain pieces or parcels of property more particularly described in the **SCHEDULE A** attached hereto and made a part hereof (the "Property").

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date noted below in the presence of:

_____, Witness

Norwalk Land Development LLC

_____, Witness

By: _____
Its: _____, duly authorized

STATE OF _____ }
COUNTY OF _____ }

ss.: _____

On this the _____ day of _____, 2020, before me, the undersigned officer, personally appeared, _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand.

Notary Public/
Commissioner of the Superior Court

SCHEDULE A

Property Description

First Piece:

Commencing at a coordinate N=600,064.112, E=815,530.116 on the easterly right of way line of West Avenue, said point being on the northwesterly corner of land now or formerly of Norwalk Land Development, LLC; Thence S 05° 25' 41" W along said easterly right of way line of West Avenue a distance of 339.73' to a point; Thence S 17° 49' 28" W along said easterly right of way line of West Avenue a distance of 12.95' to the point of beginning; Thence S 17° 49' 28" W along said easterly right of way line of West Avenue a distance of 38.27' to a point; Thence S 05° 25' 41" W along said easterly right of way line of West Avenue a distance of 166.93' to a point of curvature; Thence southerly along a curve on the intersection of said easterly right of way line of West Avenue and the northerly right of way line North Water Street, curving to the left, with an arc length of 31.42', a radius of 33.00', an included angle of 54° 33' 38", and a chord length of 30.25' bearing S 21° 51' 08" E to a point of curvature; Thence northerly along a curve through land now or formerly of Norwalk Land Development, LLC, curving to the right, with an arc length of 28.75', a radius of 39.50', an included angle of 41° 42' 17", and a chord length of 28.12' bearing N 14° 13' 36" W to a point of tangency; Thence N 06° 37' 33" E through land now or formerly of Norwalk Land Development, LLC a distance of 181.55' to a point; Thence N 05° 27' 47" E through land now or formerly of Norwalk Land Development, LLC a distance of 23.20' to the point of beginning;

Containing approximately 1,263 Square Feet.

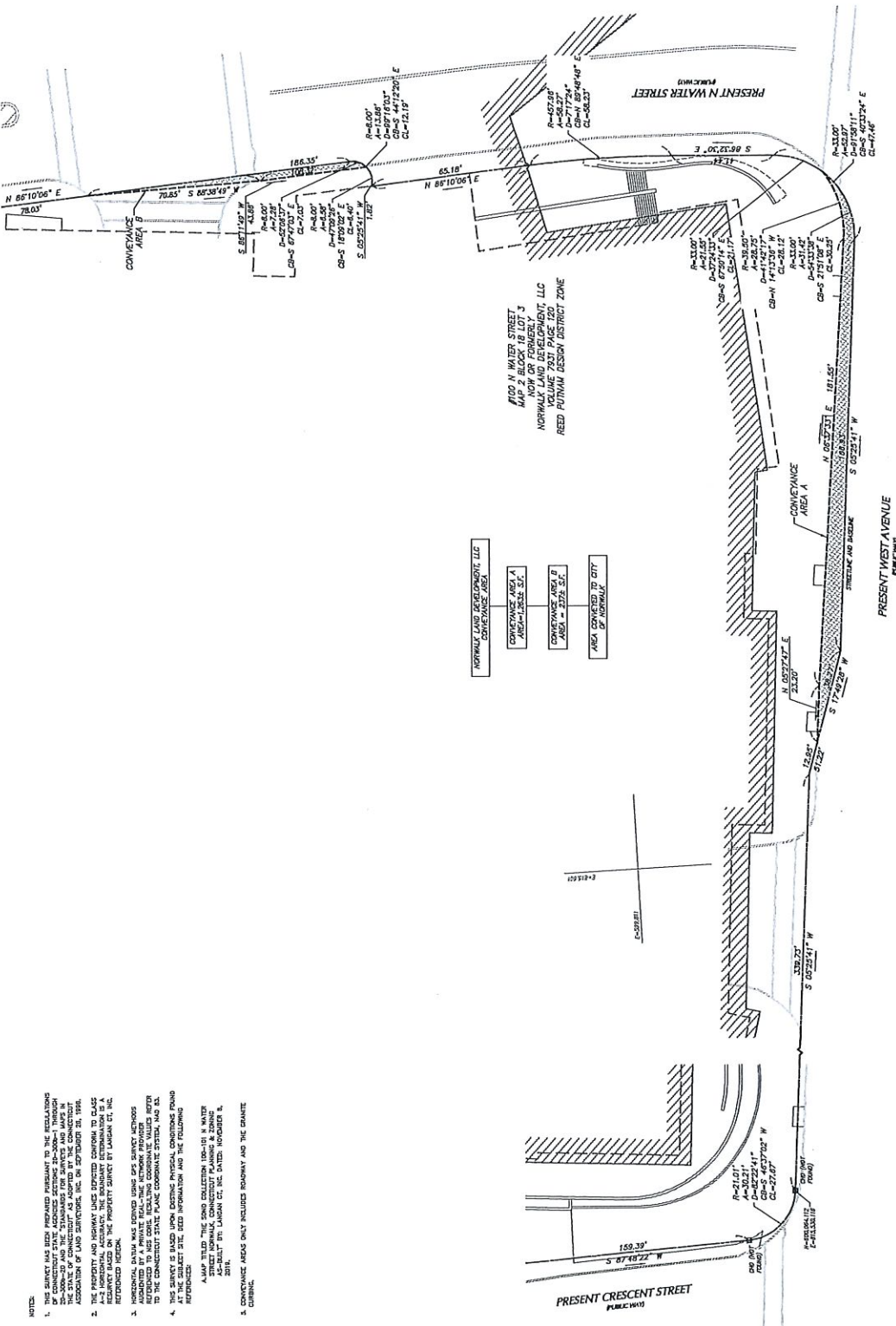
Said piece or parcel is identified as "Conveyance Area A" having an area of 1,263±S.F. as shown on a map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc., and filed with the City of Norwalk Town Clerk as Map Number: _____ (the "Map").

Second Piece:

Commencing at a coordinate N=599,476.958, E=815,661.998 on the northerly right of way line of North Water Street, said point being on the southerly boundary line of land now or formerly of Norwalk Land Development, LLC; Thence S 05° 25' 41" W along said northerly right of way line of North Water Street a distance of 1.82' to a point of curvature; Thence southerly along a curve on said northerly right of way line of North Water Street, curving to the left, with an arc length of 6.58', a radius of 8.00', an included angle of 47° 09' 26", and a chord length of 6.40' bearing S 18° 09' 02" E to the point of beginning; Thence easterly along a curve on said northerly right of way line of North Water Street, curving to the left, with an arc length of 7.28', a radius of 8.00', an included angle of 52° 06' 37", and a chord length of 7.03' bearing S 67° 47' 03" E to the point of non-tangency; Thence N 86° 10' 06" E along said northerly right of way line of North Water Street a distance of 108.32' to a point; Thence S 88° 38' 49" W through land now or formerly of Norwalk Land Development, LLC a distance of 70.85' to a point; Thence S 86° 11' 49" W through land now or formerly of Norwalk Land Development, LLC a distance of 43.86' to the point of beginning;

Containing approximately 237 Square Feet.

Said piece or parcel of property is identified as "Conveyance Area B" having an area of 237±S.F. as shown on the Map.



Notes

- [illegible]

LANGAN

Langan CT, Inc.
555 Long Wharf Drive
New Haven, CT 06511

RIGHT OF WAY SURVEY

CITY OF NORWALK
MAP SHOWING LAND ACQUIRED FROM
NORWALK LAND DEVELOPMENT, LLC
BY
THE CITY OF NORWALK
WEST AVENUE

SCALE 1"=20' NOVEMBER 2019

RESEARCH FOR FILING PURPOSES ONLY

[illegible]

1

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY

PLS #30205
(NOT VALID WITHOUT A LIVE SIGNATURE AND EMBOSSED SEAL)

SCALE IN FEET

SCALE: 1"=20'

DATE	REVISION	REQ. BY
------	----------	---------

DATE	ADDRESS COMMENTS	CITY
11/20		

[illegible][illegible]

DRAWN BY	AMK
DATE	11/19
CHECKED BY	AGI
DATE	11/19

DATE 11/10

12

12



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860) 594-3020

Record & Return to:

Mr. William J. Hennessey, Jr., Esq.
Carmody Torrance Sandak Hennessey, LLP
707 Summer Street - 3rd floor
Stamford, CT 06901-1026

CERTIFICATE NO. 1806-A

OSTA NO.: 102-1601-01
APPROVED: September 21, 2016
EXPIRES: September 21, 2019

ISSUED TO: Norwalk Land Development, LLC
119 Washington Street
Norwalk, CT 06854

FOR: The SoNo Collection (Formerly District 95/7)
North Block: Map 2 Block 18 Lot 3
City of Norwalk

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF
THE ORIGINAL DOCUMENT RECEIVED FOR RECORD
IN THE OFFICE OF THE TOWN CLERK OF THE CITY
OF NORWALK

ON October 6, 2016 AT 10:47am

[Signature]
TOWN CLERK
DATE October 6, 2016

Pursuant to Section 14-311 of the General Statutes
of Connecticut, as revised, and the Regulations
of the Office of the State Traffic Administration

The property owner(s) and such owner's/owners' heirs, successors in interest or assigns are hereby
ordered to comply with the conditions and requirements as set forth in the attached report(s) and plan(s),
which are incorporated herein. Failure to comply with all conditions and requirements will constitute
sufficient basis for revocation of the Certificate.

OPERATION OF THE DEVELOPMENT OR ANY PORTION THEREOF SHALL NOT BE
ALLOWED UNTIL SUCH TIME AS THE PROPERTY OWNER(S) AND SUCH
OWNER'S/OWNERS' HEIRS, SUCCESSORS IN INTEREST OR ASSIGNS HAS/HAVE COMPLIED
WITH THE ABOVE UNLESS PERMISSION HAS BEEN REQUESTED AND RECEIVED FROM
THE OFFICE OF THE STATE TRAFFIC ADMINISTRATION TO OPERATE PRIOR TO
COMPLETION OF THE CONDITIONS AND REQUIREMENTS.

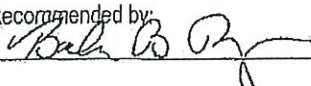
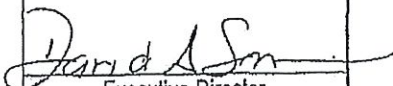
THIS CERTIFICATE WILL EXPIRE THREE (3) YEARS FROM THE APPROVAL DATE OF THE
ATTACHED REPORT UNLESS ALL CONDITIONS AND REQUIREMENTS ARE COMPLIED
WITH WITHIN THAT PERIOD OR PERMISSION IS REQUESTED AND OBTAINED FROM THE
OFFICE OF THE STATE TRAFFIC ADMINISTRATION TO EXTEND THE EXPIRATION DATE.

Upon due notice from this office, this Certificate may be reviewed and modified or revoked in the interest
of public safety.

for [Signature]
David A. Sawicki
Executive Director
Office of the State Traffic Administration

Date: 10/5/16

INSTR # 2016012175 VOL 8419 PG 214 RECD 10/06/2016 10:47:25 AM
RICHARD A. MCQUAID TOWN CLERK NORWALK CT

Report by: L. Pittman Checked by: K. Lussier Recommended by: 	Date: 09/16 Date: 09/16	STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION OFFICE OF THE STATE TRAFFIC ADMINISTRATION TRAFFIC INVESTIGATION REPORT	OSTA No.: 102-1601-01 Loc No.: Approved by OSTA
See Previous Traffic Investigation Report No: 102-0111-03, 102-0710-01, 102-1107-01			Date: 9.21.16
Requested by: John D. Plante How Requested: Certificate Application Date: August 5, 2016		City of Norwalk Location: The SoNo Collection West Avenue between the I-95 northbound on-ramp and Pine Street Extension	 Executive Director

Recommendations:

In accordance with Section 14-311 of the Connecticut General Statutes, as revised, it is recommended that the Office of the State Traffic Administration (OSTA) issue a certificate to Norwalk Land Development, LLC, for The SoNo Collection, a 1,073,727 square-foot gross floor area mixed-use development with 3,033 parking spaces, located at 100 North Water Street in the City of Norwalk stating that the operation thereof will not imperil the safety of the public based on the following conditions.

These conditions are based on and refer to the following plans prepared by Langan Engineering, Inc.:

- A. "OSTA Site Plan," Drawing No. CS100, dated March 17, 2016 and last revised September 7, 2016.
 - B. "Offsite Pavement Marking & Signage Plan," Drawing No. KO401, dated March 15, 2016 and last revised September 7, 2016.
 - C. "Onsite Bike Path Marking & Signage Plan," Drawing No. KO403, dated March 15, 2016 and last revised September 7, 2016.
1. Rescind the previously approved Traffic Investigation Report Nos. 102-0111-03 (Cert. No 1606), 102-0710-01 (Cert. No. 1806) and 102-1107-01 (Revised Cert. No 1806).
 2. That North Service Drive between North Water Street and Crescent Street be constructed in substantial conformance with the referenced plans.
 - ~~3. That South Service Drive between Pine Street Extension and North Water Street be constructed in substantial conformance with the referenced plans.~~
 4. That the site driveways on West Avenue, North Water Street, Pine Street Extension, South Service Drive, and North Service Drive be constructed in substantial conformance with the referenced plans.
 5. That West Avenue be widened and reconstructed in substantial conformance with the referenced plans.

6. That West Avenue be milled and overlayed between the intersections of Pine Street Extension/ Garner Street and I-95 northbound on-ramp/ Route 7 southbound off-ramp at the discretion of the City of Norwalk.
7. That North Water Street, Reed Street and the I-95 northbound on-ramp be widened in substantial conformance with the referenced plans.
8. That North Service Drive be one-way in the northbound direction between North Water Street and Crescent Street.
9. That Crescent Street be one-way in the northbound direction between North Service Drive and Science Road.
10. That all roadway and drainage improvements within the State highway right-of-way be subject to review by the Department of Transportation and all their requirements including those pertaining to maintenance and protection of traffic be satisfied prior to the issuance of a permit for work within the highway right-of-way.
11. That all work on roadways that are owned and maintained by the City of Norwalk be performed in conformance with the standards and specifications of the City.
12. That all conflicting pavement markings in the area of roadway work be eradicated to the satisfaction of the Department of Transportation.
13. That the existing traffic signals at the following intersections be revised or replaced to accommodate the roadway widenings noted in Condition No. 5 and/or to accommodate additional loads to the existing mast arms:
 - A. West Avenue at the Route 7 southbound off-ramp and I-95 northbound on-ramp
 - B. West Avenue at North Water Street
14. That a traffic signal be installed at the following intersections:
 - A. Fairfield Avenue at I-95 northbound off-ramp and Reed Street
 - B. West Avenue at Site driveway
 - C. North Water Street at Site driveway
 - D. Reed Street at Stuart Avenue and Cedar Street

The City of Norwalk has agreed to own and maintain the traffic signals.

15. That the following traffic control signals on West Avenue be interconnected to the City of Norwalk's ~~computerized system~~:
 - A. Pine Street Extension/ Garner Street
 - B. Reed Street/ North Water Street
 - C. Site Drive
 - D. Route 7 southbound off-ramp/ I-95 northbound on-ramp
 - E. Route 7 northbound on-ramp/ I-95 southbound on-ramp
16. That overhead sign supports and foundations with appropriate guide signs be installed on the Route 7 southbound off-ramp to West Avenue, west of the Route 7 southbound overpass. The Department of Transportation will own and maintain the signing and associated structure. Preliminary design of the

sign supports, foundations, and sign legends shall be submitted to the Department of Transportation for review and approval within six months of the approval of this report.

17. That overhead guide signs for Route 7 and I-95 be installed on northbound West Avenue between North Water Street and the I-95 northbound on-ramp in accordance with the "Manual on Uniform Traffic Control Devices," latest edition.
18. That signs and pavement markings on the site driveways be installed and maintained in substantial conformance with the referenced plans, and in accordance with the "Manual on Uniform Traffic Control Devices," latest edition.
19. That all pavement markings installed on State roads be of epoxy material, or of a material as directed by the Department of Transportation.
20. That all pavement markings installed on city roads be of epoxy material, or of a material as directed by the City of Norwalk.
21. That signs and pavement markings on West Avenue, North Water Street, Reed Street, Crescent Street, North Service Drive, and South Service Drive be installed in substantial conformance with the referenced plans, and in accordance with the "Manual on Uniform Traffic Control Devices," latest edition.
22. That the operation of the site driveway entrance gates located on the West Avenue site driveway be terminated in the open position if vehicles start to back up onto West Avenue.
23. That a four foot wide sidewalk be constructed on Reed Street between Cedar Street and West Avenue.
24. That prior to the issuance of an encroachment permit, sufficient property be deeded along the site frontage, for highway purposes, to the City, at no cost, to accommodate the proposed roadway widening, and a sidewalk/snowshelf.
25. That an encroachment permit be obtained from the Department of Transportation's District 3 Office prior to performing any work within the State highway right-of-way. The permit forms must include the applicable detailed construction plans.
26. That prior to the issuance of a certificate, a bond be posted and maintained in the amount of \$1,270,000 to cover the costs of satisfying the conditions of this report. Upon submission of the final design plans, the dollar amount of this bond may be adjusted either upward or downward during the encroachment permit review process.
27. That prior to the issuance of a certificate, a bond be posted and maintained with the City of Norwalk to cover the costs of the work required on West Avenue, Reed Street, North Water Street, Pine Street Extension, Fairfield Avenue, Stuart Avenue, Cedar Street, and Crescent Street.
28. That prior to the issuance of a certificate, a copy of this report be recorded on the municipal land records in accordance with the attached procedure. A copy of the Certificate shall be recorded on the land records upon issuance and prior to the issuance of an encroachment permit.

29. That an application for a certificate of occupancy for any portion of this development not be submitted to the City of Norwalk until all the conditions of this report have been completed or subsequent OSTA approval allows otherwise.
30. That OSTA reserves the right to require additional improvements or changes, as deemed necessary, due to the development's traffic in the future. The cost of any additional improvements or changes shall be borne by the owner of the development.

Mr. Luke Mauro, on behalf of Mr. John D. Plante, the applicant's authorized representative, concurred with the above recommendations on September 20, 2016.

Mr. Bruce J. Chimento, representative for the Local Traffic Authority for the City of Norwalk, concurred with the above recommendations on September 20, 2016.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-3020

Record and Return to:
Carmody Torrance Sandak + Hennessey LLP
707 Summer Street, 3rd Floor
Stamford CT 06901
Attn: Deborah R. Brancato

April 16, 2020

Mr. Luke Mauro, P.E., PTOE
Langan Engineering
555 Long Wharf Drive
New Haven, Ct. 06511

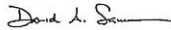
Dear Mr. Mauro:

Subject: City of Norwalk
The SoNo Collection (Formerly District 95/7)
North Block: Map 2 Block 18 Lot 3.
City of Norwalk
Certificate No. 1806-A

This is to advise you that an extension for Certificate No. 1806-A has been approved. The approval shall not become effective until this letter has been recorded on the municipal land records, in accordance with the enclosed procedure, and this office has received evidence as such (i.e., copy of the recorded letter). The extended expiration date is July 31, 2020.

If the conditions and requirements will not be met within that time, a request for an extension should be sent to this office 60 days prior to the expiration date. Also, these requests for extensions will be considered in light of current conditions and may require the submission of updated traffic data.

Sincerely,

 David A. Sawicki
2020.04.16
06:58:16-04'00'

David A. Sawicki
Executive Director
~~Office of the State Traffic Administration~~

Enclosure

Copy to: Mr. Michael M. Yeosock, P.E. – myeosock@norwalkct.org
Mr. William D. Ireland – wireland@norwalkct.org
Mr. Luke Mauro, P.E. – lmauro@langan.com – original to be mailed
Mr. Douglas Adams – douglas.adams@ggp.com



INSTR # 2020004486
VOL 8994 PG 267
RECORDED 04/27/2020 10:11:33 AM
RICHARD A. MCQUAID
TOWN CLERK NORWALK CT

An Equal Opportunity Employer
Printed on Recycled or Recovered Paper



Date: June 4, 2020

To: Ms. Deborah Brancato, Carmody Torrance Sandak & Hennessey LLP

From: Mitchell Wiest, LEP, Roux Associates, Inc.

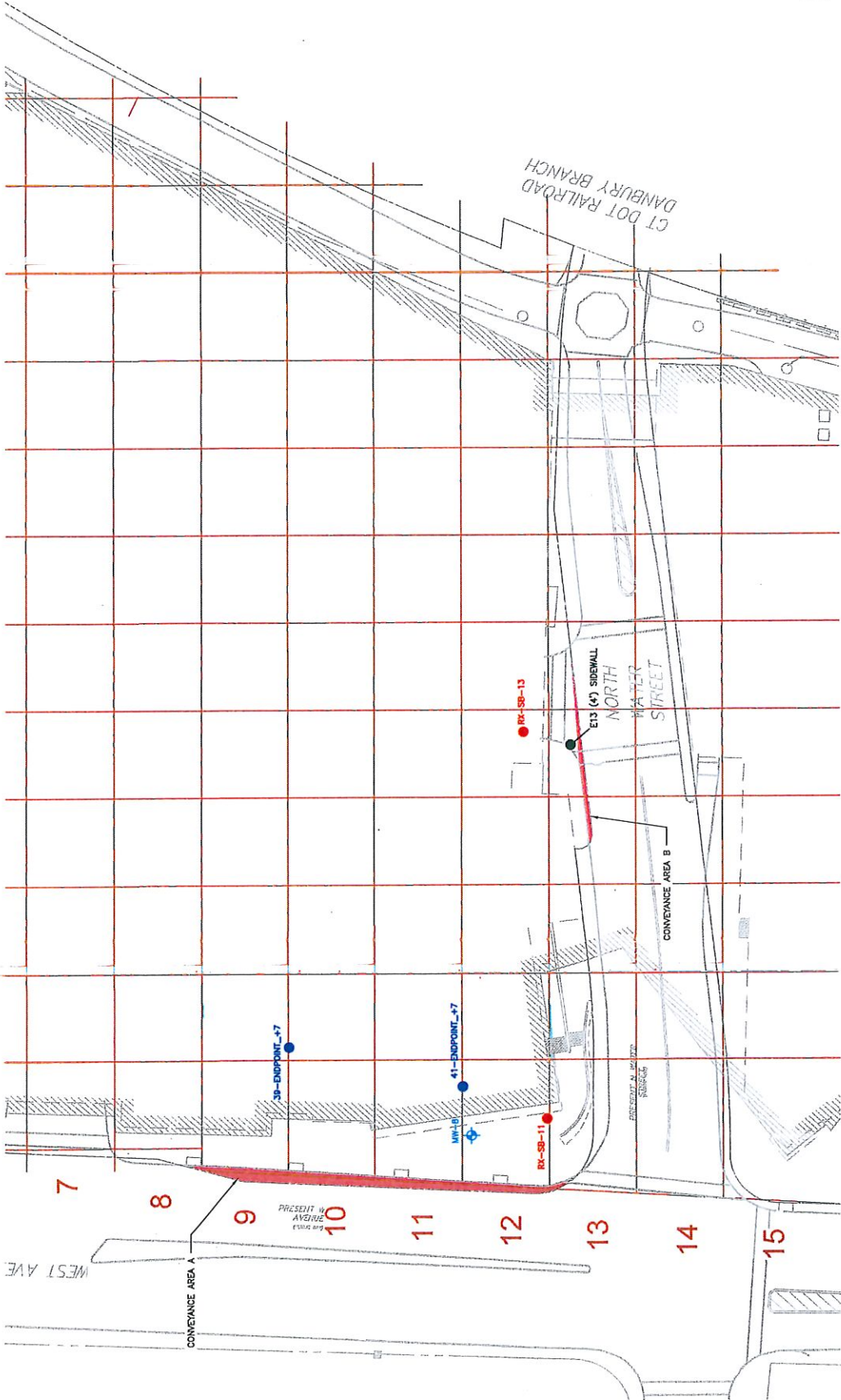
CC: James Adams, Brookfield Properties
Frank Cherena, Roux Environmental Engineering and Geology, D.P.C.
Jeff Wills, Roux Environmental Engineering and Geology, D.P.C.
Kelly Webb, Webb Enviro

Subject: Conveyance Areas – The SoNo Collection, 100 - 101 North Water Street, Norwalk Connecticut

Roux Associates Inc. (Roux), on behalf of Norwalk Land Development LLC, c/o Brookfield Properties, has prepared this memorandum at the request of Carmody Torrance Sandak & Hennessey LLP to describe the results of soil samples collected near two portions of the property (Conveyance Area A and Conveyance Area B) that are planned to be conveyed to the City of Norwalk. Conveyance Areas A and B as well as soil samples near the areas to be conveyed are shown in Plate 1 (attached). Please note, soil samples discussed herein were not collected directly within the Conveyance Areas and as a result were reviewed to provide a screening level evaluation of the soil conditions that likely exist within the Conveyance Areas. These samples are a combination of pre-remediation investigation soil samples and post-remediation confirmation soil samples. Endpoint and Sidewall (i.e., post remediation) soil samples were collected within the top four to seven feet below land surface (bls). Pre-remediation investigation soil samples were collected within the top two feet and at fifteen to seventeen feet bls. There were no detections above applicable Connecticut Department of Energy and Environmental Protection (CT DEEP) Remediation Standard Regulations (RSR) criteria (GB Pollutant Mobility Criteria or Industrial/Commercial Direct Exposure Criteria) at these locations at the depths sampled. Additionally, these Conveyance Areas are currently covered with a combination of asphalt and concrete sidewalk installed as part of site development in accordance with the Remedial Action Plan (RAP) prepared for the site. The asphalt and concrete sidewalk render any potential impacted soil in these Conveyance Areas, if any, inaccessible (as defined in RCSA Section 22a-133k-1-3).

Attachments

1. Conveyance Area Plan



- LEGEND**
- 41-ENPOINT_+7 ● LOCATION AND DESIGNATION OF ENPOINT SAMPLE
 - E13 (4') SIDEWALL ● LOCATION AND DESIGNATION OF SIDEWALL SAMPLE
 - RX-SB-11 ● LOCATION AND DESIGNATION OF SOIL BORING
 - MW-9 ● LOCATION AND DESIGNATION OF SOIL BORING / MONITORING WELL

ROUX

THE SOND COLLECTION
1 PUTNAM AVENUE AND 88 WEST AVENUE
NORWALK, CONNECTICUT

NORWALK LAND DEVELOPMENT

Prepared for:

Prepared by: J.W. **Date:** 27MAY20
Prepared by: G.M. **Scale:** AS SHOWN
Project Mgr: J.W. **Project:** 1287.0000Y000
File: 1287.0000Y165.01.DWG

PLATE
1

7. Authorize the Mayor, Harry W. Rilling, to execute a right of access and entry agreement with Yankee Gas Services Company - DBA Eversource Energy - to use the property located at 102 New Canaan Ave for the flare location as part of the activation of a 12" steel gas main located on Rt. 123.
- 8a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC for Project RD2020-1 Concrete, Curbs and Sidewalks in various locations for a sum not to exceed \$2,749,668.00.

Account No. 09 20 4021 5777 C0318
09 20 4120 5777 C0649
09 20 4021 5777 C0021
09 21 4120 5777 C0649
09 21 4021 5777 C0318
09 21 4021 5777 C0021

- 8b. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with The Grasso Companies, LLC for Project RD2020-1 Concrete, Curbs and Sidewalks in various locations for a sum not to exceed \$274,966.80.

Account No. 09 20 4120 5777 C0649
09 20 4021 5777 C0318
09 20 4021 5777 C0021
09 21 4120 5777 C0649
09 21 4021 5777 C0318
09 21 4021 5777 C0021

- 9a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary for the conveyance of the following land from Norwalk Land Development, LLC to the City of Norwalk at no cost subject to a release of mortgage(s) encumbering said land:

1. Certain piece or parcel is identified as "Conveyance Area A" having an area of 1,263±S.F. as shown on map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc;
2. Said piece or parcel of property is identified as "Conveyance Area B" having an area of 237±S.F. as shown on map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc.

- 9b. Referral of item 9a to the Planning Commission for a Report and Recommended Action pursuant to Conn. Gen. Stat. §8-24.
10. Authorize the Mayor, Harry W. Rilling to concur with Project Authorization Letter for State Project 0102-0350 Norwalk River Valley Trail – Phase 2 and to provide a demand deposit of \$40,062 to the State of Connecticut.

Account No. 09 16 4021 5777 C0407



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: 860-594-3150

June 29, 2020

The Honorable Harry W. Rilling
Mayor
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, Connecticut 06856-5125

Dear Mayor Rilling:

Subject: **Project Authorization Letter**
Norwalk River Valley Trail – Phase 2
State Project No. 0102-0350
Federal-Aid Project No. PEDS (222)CN
DUNS No. 022716620
Master Agreement No. 11.29-02(12)
CORE ID No. 13DOT0237AA
City of Norwalk

On April 25, 2013, the State of Connecticut Department of Transportation (DOT) and the City of Norwalk (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Municipality is responsible for the Administration of the Construction Project.

The Construction Project is for the extension of the existing Norwalk River Trail beginning 200 feet north of Union Park South and running along the Route 7 northbound off-ramp and extending along Riverside Avenue to the intersection with New Canaan Avenue for approximately 3,300 feet.

Funding for the Construction Project is provided under the Surface Transportation Program – Bridgeport and Transportation Alternative Program - Bridgeport with a funding ratio of eighty percent (80%) Federal, and twenty percent (20%) Municipal. Payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is Two Million Two Hundred Seven Thousand Three Hundred Forty-nine Dollars (\$2,207,349). In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Enclosed is an estimated cost break down for Construction Project activities. A Demand Deposit in the amount of Forty Thousand Sixty-two Dollars (\$40,062) is due to the DOT. The Municipality will receive an invoice for the Demand Deposit

from the DOT's Revenue Accounting unit once the Written Acknowledgement of the PAL is received by the DOT.

The Municipality is responsible for the proper maintenance and operation of all the Municipality's facilities constructed as part of this Construction Project upon completion of the project, to the satisfaction of the DOT and Federal Highway Administration.

This Construction Project has been assigned a DBE goal of five percent (5%) for construction and a goal of zero percent (0%) for Consultant Inspection Activities. The Municipality shall comply with the requirements pertaining to the goal, as stipulated in the Master Agreement.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Construction Project. The Municipality may advance or begin work on the Construction Project only after an Authorization to Award Notice has been received from the DOT.

Please indicate your concurrence with the PAL by signing below on or before July 24, 2020 and returning a copy to the Project Manager listed below at the letterhead address. You may submit the Written Acknowledgement of the PAL to the DOT Project Manager by hard copy, facsimile, or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Manager, Sebastian A. Cannamela, at (860) 594-2698.

Very truly yours,



Scott Hill, P.E.
2020.06.29
16:07:30-04'00'

Scott A. Hill, PE
Assistant Chief Engineer
Bureau of Engineering and Construction

Enclosure

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL:

Concurred By: _____
The Honorable Harry W. Rilling
Mayor

Date _____

PAL ATTACHMENT
STATE PROJECT NO. 0102-0350
FEDERAL-AID PROJECT NO. PEDS(222)
ESTIMATED CONSTRUCTION COSTS

A. Contract Items and Contingencies.....	\$ 2,759,186
B. Incidentals to Construction – Municipal Services.....	\$ 0
C. Incidentals to Construction – Municipal Design Services During Construction.....	\$ 0
D. Extra Work Allowance – Municipal Services (+/-10% of B).....	\$ 0
E. Total Municipal Cost (A+B+C+D)	\$ 2,759,186
F. Incidentals to Construction – DOT Materials Testing.....	\$ 50,167
G. Incidentals to Construction – DOT Administrative Oversight.....	\$ 128,433
H. Incidentals to Construction – DOT Audits.....	\$ 3,500
I. Extra Work Allowance by DOT Forces (+/-10% of [F+G+H])	\$ 18,210
J. Total Incidentals to Construction – DOT (F+G+H+I)	\$ 200,310
K. Total Construction Cost – Participating (E+J).....	\$ 2,959,496
L. Federal Proportionate Share of the Total Construction Cost (80%* of K).....	\$ 2,367,597
M. State Proportionate Share of the Total Construction Cost (0%* of K)	\$ 0
N. Maximum Amount of Reimbursement to the Municipality (80%* of E)	\$ 2,207,349
O. Demand Deposit Required from the Municipality (20%* of J)	\$ 40,062



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

To: City of Norwalk, Department of Public Works Committee

From: Chris Torre, Superintendent of Operations

CC: Anthony Carr, Chief of Public Works and Operations
Joel Grant, Fleet Manager
Ralph Kolb, Senior Environmental Engineer

Date: July 2, 2020

Re: Authorize the purchase of a 2020 Vactor 2100 Plus Vacuum truck

Resolution:

Authorize the Purchasing Agent to issue a purchase order to C.N Wood of Connecticut, LLC, for the purchase of one (1) Vactor 2100 Plus Vacuum truck not to exceed \$537,342.80.

Account # 09-21-4031-5777-C0313

11



CONTRACTORS' EQUIPMENT

25 Bernhard Road North Haven CT 06473 Ph:203 848-6735 Fx:203 848-6734

June 29, 2020

Presents a Proposal Summary

of the



2100 Plus

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum Recycler System Mounted on a Heavy Duty Truck Chassis

for

**CITY OF NORWALK
DPW
NORWALK, CT**

**SOURCEWELL CONTRACT NO. 122017-FSC
MATURITY DATE: 2/20/2022**

Ron Cookish
Tel:

PRODUCT DESCRIPTION

- 2100i with Roots 824-18" Hg. Blower, 12 Yard Debris body, 1500 Gallons of Fresh Water

STANDARD FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Low Water Alarm with Water Pump Flow Indicator
- Front Joystick Boom Control

- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge
- Chassis Modifications

ADDITIONAL FEATURES

- Roots 824-18" Hg. Blower
- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- Telescopic Boom Elbow, Nickel Plated
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- **WATER RECYCLER**
- Fresh Water Electric Recirculation System
- 1" x 600' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- Externally Mounted Trash Pump w/Screen
- Full Rear Door Swinging Screen
- 6" Decant System w/Knive Valve, Curbside
- Additional Water, Water and Debris Tanks Joined
- Centrifugal Separators
- Folding Pipe Rack, Curbside, 8" Pipe
- Folding Pipe Rack, Streetside, 8" Pipe
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Air Purge
- Hot Shift Blower Drive
- Wireless Controls, including hose reel controls
- Rotatable Boom Inlet Hose, Telescoping Boom
- Anti Splash Valve
- Cold Weather Recirculator, PTO Driven, 25 GPM
- Handgun Couplers, Front and Rear
- Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
- Automatic Hose Level Wind Guide, Indexing
- High alloy stainless steel water barrel designed to improve water barrel life in application where harsh water is used
- 2 High Pressured Hose Reels
- Rodder Pump Drain Valves
- Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights
- Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug
- 14 Lighting Package, 14 Federal Signal Strobe Lights, LED
- LED Mid-Ship Turn Signals
- Worklights (2), LED, Telescoping Boom
- Worklights (2), LED, Rear Door
- Worklight, LED, Operators Station
- Worklight, LED, Hose Reel Manhole
- Worklight, LED, Curb Side
- Worklight, LED, Street Side
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Toolbox, Behind Cab
- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
- Toolbox, Driver Side Subframe, 18w x 24h x 24d

- Camera System, Front and Rear
- Safety Cone Storage Rack - Drop in Style
- Additional Safety Cone Storage Rack - Drop in Style
- Debris Body Level Indicator
- Digital Grey Water Level Indicator
- Blower High Temperature Safety Shutdown
- (1) 8" x 3' Aluminum Vacuum Tube
- (4) 8" x 5' Aluminum Vacuum Tube
- (6) 8" Quick Clamp Assembly
- (1) 8" Adjustable Air Adapter
- (2) 3" Y-Strainer Screen
- (1) Flexible Hose Guide
- 1 Printed Full Vactor Manual
- Vactor Standard Manual and USB Version - 1 + Dealer

Chassis Source – LOCAL SUPPLIED / GABRIELLI TRUCK SALES

Module Paint Match Cab – No VACTOR BLUE

Module Paint Color – VACTOR BLUE

Module Paint Color Code – VACTOR BLUE

Cab Color - White

Cab Color Code - P9188 MACK WHITE

MODULE FACTORY LIST PRICE TOTAL: \$469,136.91

SOURCEWELL CONTRACT PRICING:

MODULE LIST PRICE:	\$ 469,136.91
SOURCEWELL DISCOUNT – LESS 3% (MODULE ONLY)	(14,074.11)
LOCAL DEALER ADDITIONAL DISCOUNT	(59,000.00)
LOCAL SUPPLIED CHASSIS – PASS THRU PER SOURCEWELL	139,000.00
LOCAL DEALER COSTS – FREIGHT, PDI, TRAINING	2,280.00
NET DELIVERED PRICE	\$ 537,342.80

PLEASE CONTACT US WITH ANY QUESTIONS REGARDING THIS QUOTE.

Sincerely,

Ron Cookish

Ron Cookish

Sales

Cell: (203) 823-3404

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<u>2100 Series, HXX Series and Jetters</u>	10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.
<u>2100 Series, HXX Series and Guzzler only</u>	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
<u>2100 Series and Jetters</u>	2 years - Vector Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to

any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

CHOICE OF LAW: These terms and conditions shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Date: _____



CITY OF NORWALK
Jessica C. Paladino
Waste Programs Manager
jpaladino@norwalkct.org
15 South Smith Street
Norwalk, CT 06855

MEMORANDUM

TO: Anthony R. Carr, Director of Public Works

FROM: Jessica C. Paladino, Waste Programs Manager

CC: Chris Torre, Highway Superintendent

DATE: June 23, 2020

RE: Simple Recycling (Curbside Textile Collection)

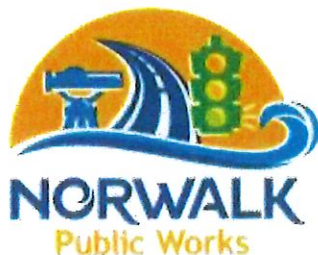
The Simple Recycling Program (curbside collection of textiles) was evaluated for its potential implementation in the City of Norwalk. The Simple Recycling program distributed pink bags to residents to place their recyclable textile items in the bag, and place at the curb for collection on a set day (City recycling collection day). Some items accepted in the bags were: clothing, jackets, shoes, blankets, etc.

The curbside collection of textiles is currently suspended due to the COVID-19 pandemic. Simple Recycling has permanently closed its facility in Stamford CT, and does not plan to restart the curbside collection of textiles in lower Fairfield County, even after the pandemic.

Stamford CT was participating in the collection program, before it was suspended due to COVID-19. Stamford had tablets installed in the City's recycling trucks and their drivers used the tablet to mark locations of the pink bags that they saw. The pink bags were then collected by Simple Recycling, and their staff left additional bags for the residents to use again. If the pink bags were missed, residents were supposed to call Simple Recycling to request a collection. One negative of the program according to Stamford, was residents would call the City instead of Simple Recycling to report missed collection, sometime up to 10 calls a week were received by the City of Stamford.

The Simple Recycling Program is no longer available to implement in the City of Norwalk.

A4



CITY OF NORWALK
Jessica C. Paladino
Waste Programs Manager
jpaladino@norwalkct.org
15 South Smith Street
Norwalk, CT 06855

MEMORANDUM

TO: Anthony R. Carr, Director of Public Works
FROM: Jessica C. Paladino, Waste Programs Manager
CC: Chris Torre, Highway Superintendent
DATE: Food Scrap Collection (Compost) Pilot Program
RE: July 1, 2020

The City of Norwalk is launching the Food Scrap Collection (Compost) pilot program at the Norwalk Transfer Station (61 Crescent St) the week of July 13, 2020.

There will be brown bins located at the Transfer Station, next to the Single-stream compactor. Residents are encouraged to bring their food scraps to the Transfer Station to recycle.

Accepted Items include: All Food, including fruit and vegetable (remove stickers, bands, and ties); meat and poultry (bones are ok); fish and shellfish (shells are ok); dairy products; bread and pasta; rice and grains; egg shells; chips and snacks; nuts and seeds; and leftover, spoiled and expired food (cooked food is ok); coffee grounds (paper filters are ok); tea bags (paper filters are ok but no staples); paper towels and/or napkins (NOT soiled with cleaning supplies); cut flowers; and Compostable Bags (BPI Certified).

Items NOT accepted, include: plastic bags; plastic packaging or wrappers; baby, hand, or flushable wipes; Pet Waste.

Starter Kits will be available for purchase for \$25. The kits will include: one 2-gallon countertop pail, one 6-gallon home storage & transportation bin, and two rolls of 25 compostable bags for the countertop pail.

Please see the attached flyer on Food Scrap Recycling, and additional information will be available online at www.norwalkct.org/composting

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Why Recycle Food Scraps?

Food scraps are one of the largest components of trash sent to landfills and incinerators. However, food scraps are not garbage, they are a resource that can be turned into useful compost.

Recycling food scraps into compost captures their nutrients and energy and returns them to the environment. When food scraps are sent to a landfill or incinerator this resource is lost. In a landfill, food scraps create methane, which is a potent greenhouse gas that traps CO₂ and contributes to global warming. When sent to an incinerator, food scraps reduce the efficiency of the incinerator because they contain water and therefore don't burn well.

Composting food scraps turns that story around! Instead of wasting energy trying to burn food, or creating methane from landfilling it, composting food scraps produces a useful and valuable product that gives back to our nutrient life cycle resulting in cleaner soil, water and air.

What Is Compost?

Compost is a soil amendment which enriches our soil. When purchasing a bag of potting soil or putting down "dirt" on your lawn you are using compost.

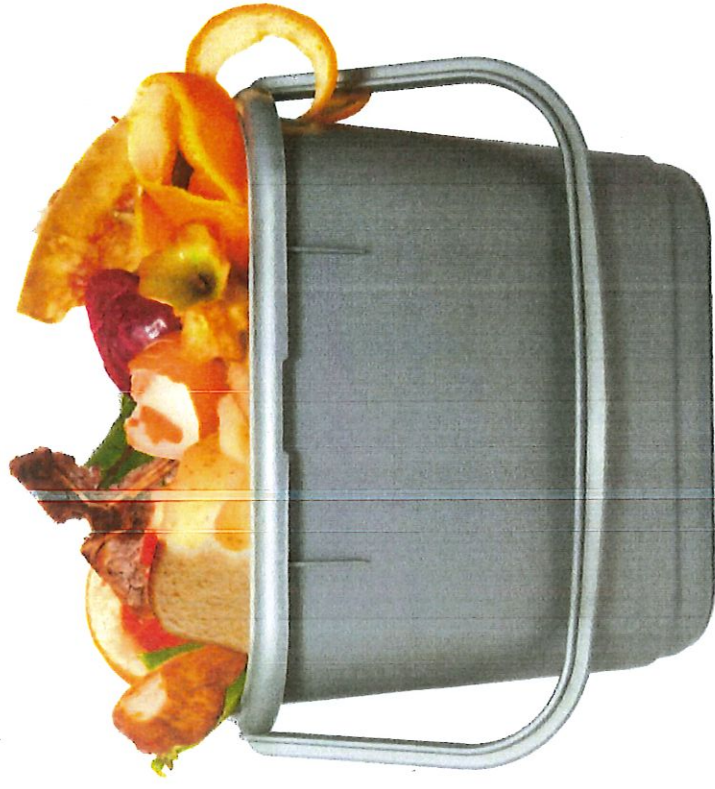
Compost benefits our landscape by maximizing plant growth, preventing soil erosion and mitigating the frequency of water, fertilizer and pesticide use.

By recycling your food scraps you are reducing waste and creating compost - a double win!

THANK YOU for your participation in Norwalk's Food Scrap Recycling Program!

City of Norwalk

Food Scrap Recycling Guide



Food Scrap Recycling

Here's How To Do It:

1. COLLECT your food scraps at home in a pail or other container.

Although, not required, you may line your pail or other container with a BPI certified Compostable Bag but NOT a Plastic Bag.



2. TRANSFER food scraps into a larger pail or bucket with a cover for weekly storage. It is recommended that food storage bins be kept indoors – either in the house or in the garage.

3. BRING your food scraps in a pail or bucket to a drop-off location to dispose of your food scraps. Food scraps can be transferred into the drop-off bins either in a BPI certified compostable bag or simply unbagged.

All material collected will be brought to a commercial composting facility where it will be turned into compost.



Drop-off Location and Hours:

The Food Scrap Recycling drop off-bins are located at the:

- Norwalk Transfer Station (**61 Crescent St**). Drop-offs can be made any day the Station is open.
- Rowayton Community Center (**33 Highland Ave**), behind the library and across from the equipment garage. Drop-offs can be made Wednesdays from 8:30am to 1:30pm.

There is no charge to drop off food scraps.

QUESTIONS? Email

Composting@NorwalkCT.org

Accepted Items:

- ALL FOOD, including:
 - Fruits and Vegetables (remove stickers, bands, ties)
 - Meat and Poultry (bones ok)
 - Fish and Shellfish (shells ok)
 - Dairy Products
 - Bread and Pasta
 - Rice and Grains
 - Egg Shells
 - Chips and Snacks
 - Nuts and Seeds
 - Leftover, Spoiled and Expired Food (cooked ok)
 - Coffee Grounds (paper filters ok)
- Tea Bags (no staples)
- Paper Towels and Napkins (Colored OK; NOT soiled with cleaning supplies)
- Cut Flowers
- Compostable Bags – BPI Certified (**NO PLASTIC BAGS**)

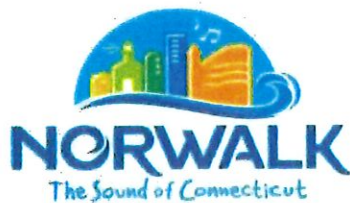
Items Not Accepted:

- Plastic bags, plastic packaging and wrappers are never allowed in the bins. Plastic does not biodegrade and therefore will contaminate the compost. Use only compostable bags, paper bags or no bags.
- Baby/Hand wipes are never allowed in the bins. They are synthetic, do not biodegrade and will contaminate the compost.
- **Please NO PET WASTE!**
- If unsure about an item, please email us before putting it in the bin: Composting@Norwalkct.org

Additional Information:

Starter kits can be purchased from the City of Norwalk for \$25. Kits include one 2 gallon countertop pail, one 6-gallon home storage & transportation bin and two rolls of 25 compostable bags for the pail.

Information on where to buy kits is available at www.norwalkct.org



To: Anthony R. Carr, Chief of Operations and Public Works
Chris Torre, Superintendant of Operations
Dilene Byrd, Administrative Assistant
Monique Cipriano, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: June 5, 2020

Re: MSW and Recycling Report - May 2020

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: May-19	Current FY: May-20	Change	FY 19/20 Cumulative
Curbside tonnage	1,328.77	1,428.16	7.5%	14,459.90
MSW tonnage out	2,117.39	2,123.61	0.3%	21,283.41
Transfer station operating fee	\$68,291.67	\$69,708.33	2.1%	\$766,791.63
Transport and disposal fee	\$188,447.71	\$193,248.51	2.5%	\$1,936,790.31
Curbside collection fee	\$95,537.42	\$98,403.50	3.0%	\$1,082,438.50
Total operating costs (less curbside)	\$256,739.38	\$262,956.84	2.4%	\$2,703,581.94

MSW Consolidated Budget	
FY 19/20 Budget	\$4,142,842.00
Amount expended	\$3,786,020.44
Percent remaining	8.6%

Recycling Collection				
Recycling Collection	Previous FY: May-19	Current FY: May-20	Change	FY 19/20 Cumulative
Curbside tonnage	781.31	854.91	9.4%	8,354.27
Transfer station tonnage	46.59	42.68	-8.4%	374.34
Total monthly tonnage	827.9	897.59	8.4%	8,728.61
Curbside collection fee	\$92,741.92	\$95,524.17	3.0%	\$1,050,765.87

Recycling Budget	
FY 19/20 Budget	\$1,146,290.00
Amount expended	\$1,050,765.87
Percent Remaining	8.3%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: May-19	Current FY: May-20	Change	FY 19/20 Cumulative
Transfer station tip fees	\$47,073.25	\$40,579.50	-13.8%	\$419,856.80
Recycling revenue (curbside)	\$13,672.93	\$14,960.93	9.4%	\$146,199.73
Recycling revenue (T.S.)	\$815.33	\$746.90	-8.4%	\$6,550.95
Total revenues	\$61,561.50	\$56,287.33	-8.6%	\$572,607.48

B



To: Anthony R. Carr, Chief of Operations and Public Works
Chris Torre, Superintendent of Operations
Dilene Byrd, Administrative Assistant
Monique Cipriano, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: July 1, 2020

Re: MSW and Recycling Report - June 2020

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Jun-19	Current FY: Jun-20	Change	FY 19/20 Cumulative
Curbside tonnage	1,206.80	1,457.80	20.8%	15,917.70
MSW tonnage out	2,164.63	2,284.16	5.5%	23,567.57
Transfer station operating fee	\$68,291.67	\$69,708.33	2.1%	\$836,499.96
Transport and disposal fee	\$192,652.07	\$207,858.56	7.9%	\$2,144,648.87
Curbside collection fee	\$95,537.42	\$98,403.50	3.0%	\$1,180,842.00
Total operating costs (less curbside)	\$260,943.74	\$277,566.89	6.4%	\$2,981,148.83

MSW Consolidated Budget	
FY 19/20 Budget	\$4,142,842.00
Amount expended	\$4,161,990.83
Percent remaining	-0.5%

Recycling Collection				
Recycling Collection	Previous FY: Jun-19	Current FY: Jun-20	Change	FY 19/20 Cumulative
Curbside tonnage	712.55	848.80	19.1%	9,203.07
Transfer station tonnage	35.38	33.59	-5.1%	407.93
Total monthly tonnage	747.93	882.39	18.0%	9,611.00
Curbside collection fee	\$92,741.92	\$95,524.17	3.0%	\$1,146,290.04

Recycling Budget	
FY 19/20 Budget	\$1,146,290.00
Amount expended	\$1,146,290.04
Percent Remaining	0.0%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Jun-19	Current FY: Jun-20	Change	FY 19/20 Cumulative
Transfer station tip fees	\$47,374.35	\$48,857.30	3.1%	\$468,714.10
Recycling revenue (curbside)	\$12,469.63	\$14,854.00	19.1%	\$161,053.73
Recycling revenue (T.S.)	\$619.15	\$587.83	-5.1%	\$7,138.78
Total revenues	\$60,463.13	\$64,299.13	6.3%	\$636,906.60