

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

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



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



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 included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Irene Dixon at idixon@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

A. Regular Meeting: April 22, 2025

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

1. APPOINTMENTS

- a. Jackeline Irias, Board of Assessment Appeals, Alternate**
- b. Jessica L. S. Larche, Parking Authority**

2. REAPPOINTMENTS

- a. John Igneri, Water Pollution Control Authority**
- b. Darren Oustafine, Water Pollution Control Authority**

B. MAYOR'S REMARKS

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

B. BOARD OF ESTIMATE AND TAXATION

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. Claims Committee Report dated May 2025
2. Monthly Tax Collector's Reports dated April 2025
3. Narrative on Tax Collections dated May 2025
4. ACTION REQUESTED:
 - a. Recommend the allocation of \$583,668 in Special Capital Appropriation funds to the Recreation and Parks Department for the development and construction of the Norwalk Community Recreation Center at 98 South Main Street as identified herein this memo and attached documentation. Current acct. #09256030 5777 C0719
 - b. Recommend the reduction in the amount of \$583,668 from the balance in the middle schools bathroom improvement capital budget Acct. #09225010 5777 C0807
5. RESOLUTION: Making Appropriations For Various Public Improvements Aggregating \$74,522,646 For The Fiscal Year 2025-2026 Capital Budget And Authorizing The Issuance Of \$74,522,646 General Obligation Bonds Of The City To Meet Certain Appropriations In The Fiscal Year 2025-2026 Capital Budget
6. Authorize the Mayor, Harry W. Rilling, to execute an Electronic Voting Equipment Lease Agreement with the State of Connecticut for a lease term of approximately 10 years and a total lease cost of \$1.00.
Account No. 01-100-012-12100-0-5729

B. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize Mayor, Harry W. Rilling, to execute the Certifications and Assurances by the Chief Executive of the Applicant Government as necessary to accept grant funding under Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award# ISPBJA-24-GG-04596-JAGX.
2. Authorize the Norwalk Police Department to utilize a noncompetitive procurement justification form with Motorola Solutions for the purchase of investigative equipment with a two year support subscription. Funding is provided by the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award #15BJA-24-GG04596-JAGX
3. Authorize Mayor, Harry W. Rilling, to execute a second amendment to the Memorandum of Agreement (MOA) by and between the Recovery Network of Programs Inc and the City of Norwalk commencing on October 19, 2024 and ending June 30, 2025 in the amount of \$209,958 to be paid from account # 031026-5258
4. Approve the recommended Vape Shops Fees for Vape Shops ordinance:
 - Application Fee \$250.00
 - Renewal Fee \$250.00
 - Duplicate License Fee \$30.00

C. COMMUNITY SERVICES

1. Authorize the Mayor, Harry W. Rilling, to execute necessary agreements and amendments with the Norwalk Housing Authority for Health Department staff and partners to use space at the EnVision Center for community health training and programming.

D. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Haz-Pros, Inc. (State Contract: 103-0268 CV) for the Fox Run Elementary School asbestos flooring removal and replacement project for a total not to exceed \$265,000.00. Funds are available as follows:
 - Acct. # 09175010 5777 C0595
 - Acct. # 09215010 5777 C0595
 - Acct. # 09245010 5777 C0595
2. Authorize the NPS Facilities Department to issue change orders on this contract for a total of \$26,500.00. Funds are available in Acct. #09215010 5777 C0595
3. Authorize the Mayor, Harry W. Rilling, to execute the Guaranteed Maximum Price Amendment with Newfield Construction Group, LLC for the Rowayton School HVAC improvement project in the amount of \$10,308,938.00. Funds are available in Acct. #09245010 5777 C0843.

4. Authorize the Mayor, Harry W. Rilling, to execute a new Management Agreement with Growing Seeds Too, Child Development Center, Inc. ("Growing Seeds") (or extend the existing one, as applicable) for a term of 2 years (July 1, 2025 – June 30, 2027) to continue providing early care and education services out of the same space currently occupied by Growing Seeds under the existing Management Agreement at 165 Flax Hill Rd.
5. Authorize the Mayor, Harry W. Rilling, to execute a new Management Agreement with Connecticut Institute for Communities, Inc. ("CIFIC") (or extend the existing one, as applicable) for a term of 2 years (July 1, 2025 – June 30, 2027) to continue providing early care and education services out of the same space currently occupied by CIFIC under the existing Management Agreement at 11 Ingalls Ave and 165 Flax Hill Rd.
6. Authorize to increase Contingency Allowance in the amount \$583,668 to Newfield Construction Group, LLC's contract for the Norwalk Community Recreation Center to cover the costs associated with water damage to the exterior building walls.
Acct. #09256030 5777 C0719
7. Settlement of Claim (C.G.S. §§ 1-200(6)(B) and (E), and 1-21(b)(10)) - EXECUTIVE SESSION

E. PUBLIC WORKS

1. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary documents for the Connecticut Port Authority (CPA) through Small Harbor Improvement Projects Program (SHIPP) related to the City of Norwalk's awarded SHIPP Grant.
2. RD2025-2 ROADWAY PAVING, SIDEWALKS AND WATER MAIN INSTALLATION
 - a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Guerrera Construction Company, Inc. for Project RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road (From Washington Street to Arbor Drive) for a sum not to exceed \$2,655,816.80 (Base Bid – funded by the City of Norwalk) & \$1,985,560.00 (Alternate 1 – funded by SNEW).
 - b. Authorize the Mayor, Harry W. Rilling, to execute a Funding Agreement between the City of Norwalk and Second Taxing District to fund the Alternate 1 Bid in the amount of \$1,985,560.00 under the City's contract with Guerrera Construction Company, Inc. for Project RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road.

Account No.

09 24 4021 5777 C0021

09 25 4021 5777 C0021

09 26 4021 5777 C0021

09 19 4021 5777 C0318
09 25 4021 5777 C0318
09 26 4021 5777 C0318
09 25 4021 5777 C0440
010000-2362

3. Authorize the Chief of Operations and Public Works to execute orders on the contract with Guerrera Construction Company, Inc. for Project RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road (From Washington Street to Arbor Drive) for a sum not to exceed \$464,137.68.

Account No.

09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 26 4021 5777 C0021
09 19 4021 5777 C0318
09 25 4021 5777 C0318
09 26 4021 5777 C0318
09 25 4021 5777 C0440
010000-2362

4. Authorize the City of Norwalk's Purchasing Agent to Authorize a Cooperative Purchase Agreement purchase order to Gengras Ford LLC for the purchase of six (6) Ford Escape plug-in hybrids for a sum not to exceed \$221,437.20 (copy included).

Account No.

09 26 4031 5777 C0716
09 25 6030 5777 C0486

5. Authorize the Chief of Operations and Public Works, to execute orders on the contract between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC, for project DRG2024-1 Lockwood and Heather Lane Drainage Improvements for a sum not to exceed \$400,000.00.

Account No.

09 24 4021 5799 C0689
09 21 4021 5777 C0440
09 24 4062 5777 C0361
09 26 4021 5777 C0021

6. Authorize the Mayor, Harry W. Rilling, to execute an Eighth Amendment to the Woodard & Curran Agreement dated August 12, 2019, to provide Professional Engineering Services for stormwater drainage design services of the proposed stormwater improvements downstream of the Broad River Park in accordance with Professional Services Task Order dated April 11, 2025 for a sum not to exceed \$397,700.00

Account No.

09 25 4027 5777 C0712

7. Authorize the Mayor, Harry W. Rilling, to enter into a Temporary Right of Entry Agreement with Peter Luppino at 3 Deerfield Street for construction access, slope modification, and tree planting purposes in connection with the sidewalk installation for project TMP2024-8 Soundview Avenue Sidewalk Connection Project.
8. Authorize the Mayor, Harry W. Rilling, to enter into a Temporary Right of Entry Agreements to go in a certain portion of the following private properties for construction access and slope modification proposes related to the construction of new sidewalks and streetscape as part of TMP2024-7 Hospital Hill Village Safety Enhancement Project: 51 Stevens Street; 47 Stevens Street; 43 Stevens Street; 67 Stuart Avenue; 69 Stuart Avenue.
9. Authorize the Mayor, Harry W. Rilling, to execute a permanent sidewalk easement, as well as enter into a temporary right of entry agreement, with Leonardo Coronado of 19 Oxford Street for construction of a sidewalk along Knapp Street and Oxford Street for project TMP2024-9 SoNo School Sidewalk Connectivity project.
10. Authorize the Mayor, Harry W. Rilling, to execute a One (1) year contract extension on an existing contract with Rocco Iadarola General Contracting Company. TMP2023-1, Decorative Crosswalks and Traffic Calming Surfaces at Various Location for an amount not to exceed \$150,000.00 annually.
Account No.
09 18 4021 5777 C0598
09 20 4120 5777 C0598
09 20 4120 5777 C0648
09 22 4120 5777 C0649
09 21 4120 5777 C0598
09 24 3750 5777 C0652
09 25 3750 5777 C0652
11. Authorize the Mayor, Harry W. Rilling, to award a contract agreement with Priority Landscaping, LLC in the amount of \$771,240.00 with a 10% Contingency of \$77,124.00 for project TMP2025-3 Adams Avenue and Ward Street Curbing and Sidewalk Project.
Account No.
09 23 4120 5777 C0441
09 25 4120 5777 C0441
09 23 3750 5777 C0649
09 25 3750 5777 C0649
09 23 3750 5777 C0824
09 24 3750 5777 C0824
09 25 3750 5777 C0824
12. Authorize the Mayor, Harry W. Rilling, to execute a permanent sidewalk easement, a permanent easement to construct and maintain a new seat wall, and enter into temporary Right of Entry Agreement to go in a certain portion of 10 Wall Street for

construction of a sidewalk and seat wall related to the streetscape improvements as part of project L102-0004 East Wall Street – Landmark Square Safety, Accessibility, and Streetscape Improvement Project.

- VIII. RESOLUTIONS FROM COMMON COUNCIL**
- IX. MOTIONS POSTPONED TO A SPECIFIC DATE**
- X. SUSPENSION OF RULES**
- XI. ADJOURNMENT**

**COMMON COUNCIL
NORWALK, CONNECTICUT COMMON COUNCIL CHAMBERS
AND VIA TELECONFERENCE**

APRIL 22, 2025

Mayor Rilling called the meeting to order at 7:30 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Mayor Rilling requested a moment of silence for Pope Francis who recently passed away.

I. ROLL CALL

Ms. Dixon called the Roll as follows:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Mr. Johan Lopez	Ms. Niedzielski-Eichner
	Ms. Barbara Smyth	
District A:	Ms. Nicol Ayers	Mr. Jalin Sead
District B:	Mr. Dajuan Wiggins	Ms. Darlene Young
District C:	Ms. Nicole Eaddy	Ms. Anne Wennerstrand
District D:	Ms. Heather Dunn	Mr. Douglas W. Sutton
District E:	Ms. Lisa Shanahan	

At Roll Call there were fourteen (14) Common Councilmembers present and one (1) absent. A quorum was present.

Also present were Mayor, Harry Rilling; City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

A. Regular Meeting: April 8, 2025

**** MS. SHANAHAN MOVED THE MINUTES OF THE APRIL 8, 2025 MEETING.**

The following correction was noted:

Page 4, paragraph 2, please change the following from:

“Ms. Niedzielski-Eicher said she had also served with Ms. Sawyer on the Board of Ethics.”

To:

“Ms. Niedzielski-Eicher said she had spoken with Ms. Sawyer about the Board of Ethics.”

**** THE MOTION TO APPROVE THE MINUTES OF THE APRIL 8, 2025 MEETING PASSED WITH TWELVE (12) IN FAVOR (BURNETT, GOLDSTEIN, LOPEZ, NIEDZIELSKI-EICHER, SMYTH, SEAD, YOUNG, EADDY, WENNERSTRAND, DUNN, SUTTON AND SHANAHAN) AND TWO (2) ABSTENTIONS (AYERS AND WIGGINS)**

III. PUBLIC PARTICIPATION

Mr. Bonnefant came forward and said that he resides on Park Hill Avenue. He said that he had taken the Council portrait and announced that if anyone wanted extra copies, to please contact him.

He mentioned that there was an appointment for the Gender Equity Commission on the agenda and he had not been aware that there was a Gender Equity Commission at all.

Mr. Bonnefant said that he had read through the changes to the Parking Authority and asked if the Parking Authority would be able to roam around town issuing tickets and keeping the revenue.

Mr. Bonnefant said that he was concerned about the Parks and Rec about Black Heritage event in East Norwalk. This event will be for three days and there will be loud music. He said that if the main objective was to raise funding for a parade, they should just be allowed to have the parade and raise the money.

Ms. Diane Cece, of the East Norwalk Association, said that she would like to speak about Agenda Item 7 regarding the Black Heritage event. She had attended the Parks Committee and requested that the item be tabled since there were a number of unanswered questions. It was approved by the Parks Committee with the expectation that the information would be provided before it was presented to the Council. It appears that the concerns that she along with others was ignored. She stated that there were concerns about the number of people expected, the hours are not accurate and some clarity on who the applicant. The organization that claims to be a non-profit is not a non-profit. Ms. Cece said that she does not know who the non-profit is. She said that this was a three day event in a residential neighborhood and hopes that the Council will address having the music pointed away from the residents and to control the lighting and noise.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

1. APPOINTMENTS

- a. Kim Squires, Norwalk Commission on Gender Equity

**** MS. DUNN MOVED THE ITEM.**

Ms. Dunn said that she was very pleased that Ms. Squires was a new resident and interested in becoming involved with the community.

**** THE MOTION TO APPOINT MS. SQUIRES TO THE NORWALK COMMISSION ON GENDER EQUITY PASSED UNANIMOUSLY.**

B. MAYOR'S REMARKS

Mayor Rilling said that he hoped everyone had a good Easter or Passover holiday.

- This Sunday, April 26th at 11 a.m., rain or shine, Norwalk's 4th Annual Earth Day Festival on the Green will be held. He thanked former Council Member Melissa Murray for organizing this.
- There were a number of events being organized by the Bike/Walk Commission to encourage people to get to the Green without a Machine and reducing CO2 emissions.
- The Mayor's Ball was very successful and yesterday, the administration presented checks in the amount of \$30,000 to both the Salvation Army and the Family and Children's Agency.
- There was an anticipated donation to Person-to-Person of \$5,000 and another secret donation of \$5,000 to another organization.

Mayor Rilling said that The Hour had an article that stated that the Grand List decreased by \$1.6 billion dollars. Mayor Rilling said that this was incorrect and stated that the Grand List had increased by \$880 million dollars.

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments to consider at this time.

B. CONSENT CALENDAR

Council President Smyth said that Ms. Ayers would be presenting the Consent Calendar.

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

There were no reports from the Departments, Board or Commissions to consider at this time.

VII. COMMON COUNCIL COMMITTEES

Ms. Ayers read the Consent Calendar into the record.

**** MS. AYERS MOVED THE FOLLOWING CONSENT CALENDAR:**

A. FINANCE AND CLAIMS COMMITTEE

1. APPROVE FY 2025-2026 PARKING AUTHORITY BUDGET.

2. APPROVE FY 2025-2026 WATER POLLUTION CONTROL AUTHORITY BUDGET.

3. NARRATIVE ON TAX COLLECTIONS DATED APRIL 2025.

4. MONTHLY TAX COLLECTOR'S REPORTS DATED MARCH 2025.

5. CLAIMS COMMITTEE REPORT DATED APRIL 2025.

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH CLA (CLIFTONLARSONALLEN LLP) TO PERFORM THE CITY'S ANNUAL FINANCIAL STATEMENT AUDIT FOR THE FIVE-YEAR PERIOD FISCAL YEARS ENDING JUNE 30, 2025, 2026, 2027, 2028 AND 2029 FOR AN AMOUNT NOT TO EXCEED \$637,000.00. ACCOUNT #011310-5253 ACCOUNTING AND 015725160-330-57 BOE OTHER PROFESSIONAL SERVICES.

B. ORDINANCE

1. APPROVE CHANGES TO CHAPTER 73A: PARKING AUTHORITY, SECTIONS 73A-1 THROUGH 73A-9

C. RECREATION, PARKS AND CULTURAL AFFAIRS

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH SPORT-TECH CONSTRUCTION CORP., FOR AN AMOUNT NOT TO EXCEED \$112,920.00, FOR PROJECT NUMBER 4430, CALF PASTURE BASKETBALL COURT RENOVATIONS, FROM ACCOUNT 09256030 5777 C0365

2. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDERS TO SPORT-TECH CONSTRUCTION CORP. IN AMOUNTS NOT TO EXCEED \$24,000 FOR PROJECT NUMBER 4430, CALF PASTURE BASKETBALL COURT RENOVATIONS, FROM ACCOUNT 09256030 5777 C0365

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT FOR THE USE OF OYSTER SHELL PARK AND IMMEDIATE SURROUNDING GROUNDS BY NICE, INC. FOR THEIR NICE FESTIVAL TO BE HELD ON SATURDAY, OCTOBER 4TH, 2025 FROM 6:00 A.M. TO 10:00 P.M. SET-UP TIME BY 6:00 A.M. FRIDAY, OCTOBER 3RD WITH TEAR-DOWN BY 8:00 P.M SUNDAY, OCTOBER 5TH APPROXIMATELY 500 PEOPLE.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT FOR THE USE OF MATHEWS PARK AND IMMEDIATE SURROUNDING GROUNDS BY LOCKWOOD MATHEWS MANSION

FOR THEIR 18TH ANNUAL OLD-FASHIONED FLEA MARKET TO BE HELD ON SUNDAY, SEPTEMBER 14TH, 2025 FROM 8:00 A.M. TO 8:00 P.M. SET-UP TIME BY 7:00 A.M. WITH TEAR-DOWN BY 10:00 P.M. APPROXIMATELY 2,500 PEOPLE.

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT FOR THE USE OF OYSTER SHELL PARK, VETERAN'S PARK AND IMMEDIATE SURROUNDING GROUNDS BY JIM GERWECK FOR THEIR O'NEILL'S 5K TO BE HELD ON SUNDAY, JUNE 1ST FROM 11:00 A.M. TO 12:00 P.M. APPROXIMATELY 500 PEOPLE.

7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT FOR THE USE OF VETERAN'S PARK AND IMMEDIATE SURROUNDING GROUNDS BY SONO ENTERTAINMENT FOR THEIR BLACK HERITAGE PARADE FUNDRAISER CARNIVAL TO BE HELD ON FRIDAY, JUNE 20TH, SATURDAY, JUNE 21ST AND SUNDAY, JUNE 22ND, 2025 FROM 8:00 A.M. TO 8:00 P.M. SET-UP TIME BY 8:00 A.M., WEDNESDAY, JUNE 18TH WITH TEAR-DOWN BY 12:00 P.M. TUESDAY, JUNE 24TH. APPROXIMATELY 250 PEOPLE.

D. ECONOMIC AND COMMUNITY DEVELOPMENT

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A TEMPORARY LICENSE AND ACCESS AGREEMENT WITH THE STATE OF CONNECTICUT JUDICIAL BRANCH FOR USE OF A PORTION OF THEIR PARKING AREA LOCATED AT 17 BELDEN AVENUE TO STORE MATERIALS THAT WILL BE USED FOR THE CONSTRUCTION OF PHASE 1 OF THE WALL STREET CORRIDOR PROJECT.

E. LAND USE AND BUILDING MANAGEMENT

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT TO LEASE APPROX. 1300± SQ. FT. OF SPACE AT THE SOUTH NORWALK TRAIN STATION (INBOUND SIDE) TO ADRIAN HURTADO (TACOS PLEASE LLC) FOR A TERM OF 5 YEARS WITH TWO (2) LESSEE OPTIONS TO EXTEND THE TERM FOR CONSECUTIVE (5) YEARS PERIOD EACH, RENT TO BE NEGOTIATED AND APPROVED BY THE NORWALK PARKING AUTHORITY.

F. PUBLIC WORKS

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND AKRF, INC. FOR THE SIDEWALK DESIGN FOR AUSTIN STREET AND LAURA STREET

**CORRIDOR - DRAINAGE CHANGE ORDER DESIGN PROJECT FOR A
SUM NOT TO EXCEED \$38,000.00. ACCOUNT: 0924-3750-5777-C0824**

**2. AUTHORIZE THE DIRECTOR OF TRANSPORTATION, MOBILITY, AND
PARKING TO EXECUTE ORDERS ON THE CONTRACT WITH AKRF, INC.
FOR THE SIDEWALK DESIGN FOR AUSTIN STREET AND LAURA
STREET CORRIDOR - DRAINAGE CHANGE ORDER DESIGN PROJECT
FOR A SUM NOT TO EXCEED \$3,800.00. ACCOUNT: 0924-3750-5777-C0824**

**** THE MOTION TO APPROVE THE CONSENT CALENDAR AS PRESENTED
PASSED UNANIMOUSLY.**

ORDINANCE

**2. Approve changes to Chapter 94: Solid Waste Collection & Disposal; Transfer Station
& Yard Waste Site**

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

Ms. Valadares came forward and greeted the Council Members. She gave a brief overview of the changes that will begin on July 1st. Fourth Taxing District residents will no longer have the “opt out” option due to confusion when the properties are sold to new owners. There will also be a change in the type of bins used for solid waste. Apartment buildings that have five or more units will be considered commercial properties. She thanked Ms. Shanahan and the other Council Members who worked on this project.

Ms. Smyth asked for clarification on the apartment pick up regulations, which Ms. Valadares reviewed with her.

**** THE MOTION TO APPROVE THE CHANGES TO CHAPTER 94: SOLID WASTE
COLLECTION & DISPOSAL; TRANSFER STATION & YARD WASTE SITE ITEM
PASSED UNANIMOUSLY.**

RECREATION AND PARKS

3. Adopt the Tree Master plan for the City of Norwalk, April 2025.

**** MS. YOUNG MOVED THE ITEM.**

Ms. Young listed those who had worked on this Master Plan. The Tree Master Plan Program Inventory and Canopy Assessment was displayed on the screen. She said that the City had started this with the Urban Forestry project

Mr. Stowers came forward and narrated the PowerPoint Slide Deck. He said that the consultant, Sarah Cruz, the City’s horticulturist and arborist, was also present to

Areas with trees experience better air quality and better health. There are three primary goals, growing, caring and maintaining. Implementation is just as important as maintaining the trees.

Mr. Chris Peiffer of PlanITGeo came forward and thanked the Mayor and Council for this opportunity to present this on Earth Day. He gave a brief summary of the various steps that the study included. He spoke about the inventory of public trees and the aerial analysis of the canopy cover which was 43% of the overall acreage in Norwalk, a decrease from 49% in previous years. They held public workshops on the Tree Master Plan in March. Maintenance of existing trees and education are important issues. The consultants were able to create a road map for a sustainable urban forest. Areas for priority planting were identified, such as South Norwalk. He noted that there had been strategies developed to avoid future issues such as buckling sidewalk or interference with utility wires.

Mr. Burnett pointed out that money does not grow on trees and asked about the financial expectations for this project. Mr. Stowers said that this would be part of the Capital Plan and would have to be sustained by Private/Public partnerships. There is also the possibility for interns that are trained by arborists to help maintain those volunteers.

Ms. Cruz then said that it was clear that they could not plant all the trees needed because it would cost about \$900,000 per year. She explained that some of it could be done through Planning and Zoning requirements. Ms. Shanahan said that the Norwalk Land Trust has been working hard to add to the tree planting. They are great volunteers.

Ms. Cruz said that in 2023, the City was able to plant 500 trees. Discussion followed.

Ms. Young thanked Mr. Stowers for his work on this project and for introducing Ms. Cruz as the arborist.

Mayor Rilling said that he was pleased that Mr. Goldstein and others mentioned equity because the trees mean so much more than people realize. He hoped that in 2053, that the Council will realize what they did in 2025. He thanked Mr. Stowers and the Tree Committee.

**** THE MOTION TO ADOPT THE TREE MASTER PLAN FOR THE CITY OF NORWALK, APRIL 2025 PASSED UNANIMOUSLY.**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from Common Council members to consider at this time.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date to consider at this time.

X. SUSPENSION OF RULES

There were no suspensions of the rules to consider at this time.

XI. ADJOURNMENT

**** MS. SHANAHAN MOVED TO ADJOURN.**

**** MOTION PASSED UNANIMOUSLY.**

There was no further discussion, and the meeting was unanimously adjourned at 8:31 p.m.

ATTEST: _____
Irene Dixon, City Clerk

JACKELINE IRIAS

u

PROFILE

Dedicated and enthusiastic business professional with exceptional client relationship skills. Eager to contribute to the team's success through hard work, attention to detail & excellent organizational skills.

EXPERIENCE

REAL ESTATE AGENT, BERKSHIRE HATHAWAY – 2021- PRESENT

- Liaise between clients; manage contracts, negotiations, and all aspects of real estate sales to finalize purchases and exceed customer expectations.
- Develop and implement strategic marketing plans to increase property exposure through open houses, online and print advertising.
- Conduct comprehensive market analysis to identify opportunities for investors.
- Maintain connections with clients to encourage repeat business and referrals.

EDUCATION

FLORIDA INTERNATIONAL UNIVERSITY, MIAMI, FL – BBA DOUBLE MAJOR IN
MARKETING AND INTERNATIONAL BUSINESS

BRIEN MCMAHON HIGH SCHOOL

PONUS RIDGE MIDDLE SCHOOL

JEFFERSON ELEMENTARY SCHOOL

SKILLS

Born and raised in Norwalk

Registered voter in Norwalk

Bilingual - English and Spanish

75 East Avenue Norwalk, CT 06851 203-644-5151 jackeline.iriass@gmail.com

Jessica L. S. Larche

38 Winding Lane Norwalk, CT 06851 ♦ (860) 508-9717 ♦ JLSobin@gmail.com

CERTIFICATIONS

- Project Management Professional Certification (PMP) December 2018

EXPERIENCE

DEUTSCH FAMILY WINE & SPIRITS, STAMFORD CT

PROJECT MANAGER – CONSUMER INSIGHTS & NEW BUSINESS September 2019-Present

- Develop and manage ALL new item timelines and assign cross-functional tasks
- Organize cross-functional input (eg: finance, operations, insights, marketing) and track projects across teams
- Communicate project status and milestones to key stakeholders and ensure teams are accountable to complete tasks at hand
- Act as the "activist" role in overcoming obstacles and champion the new item process across functions, ensuring all projects stick to the DFWS new item process
- Ensure Tools of the Trade are completed on time
- Identify process improvements
- Participate in the development of and implement a stage gate process for new items
- Manage the development of a digital project management tool specific to the new item stage-gate process

THE MARS AGENCY, SHOPPER MARKETING, NEW YORK NY

PROJECT MANAGER September 2018-June 2019

- Define internal project process and work flow to increase efficiencies and manage team output
- Develop organizational process assets to assist in project record keeping
- Collaborated with all departments (i.e. Account, Creative, and Production) to flawlessly plan, manage, execute and finalize up to 50 projects concurrently
- Research and coordinate with senior management to determine a project management information system for internal project planning and resourcing
- Assign internal and external resources
- Identify and manage project risks and troubleshoot to resolve issues

IN CONNECTED MARKETING, SHOPPER MARKETING, NORWALK CT

PROJECT MANAGER June 2017-September 2018

- Partnered with all departments (i.e. Account, Creative, and Production) to flawlessly plan, manage, execute and finalize 70-80 projects concurrently
- Assisted in the refinement and rollout of internal processes
- Assigned internal and external resources
- Tracked and reported program financials
- Identified and managed project risks while troubleshooting to resolve issues
- Maintained and communicated internal daily status reports

Jessica L. S. Larche, page 2

(EXPERIENCE, continued)

COLANGELO SYNERGY MARKETING, PACKAGING & BRANDING DEPARTMENT, DARIEN CT

ACCOUNT SUPERVISOR

July 2013-June 2017

SENIOR ACCOUNT EXECUTIVE/ACCOUNT EXECUTIVE

July 2008-June 2013

PROJECT COORDINATOR

August 2007-July 2008

Client Services:

- Provided excellent service to more than 100 clients by demonstrating an understanding of their business/products
- Analyzed creative briefs and facilitated the creative process to effectively develop product packaging and branding designs on time and within budget
- Prepared formal estimates and timelines to meet client needs

Project Management:

- Managed marketing and branding budgets in excess of \$1.5MM
- Oversaw and coordinated timelines for each 35-40 concurrent project
- Developed packaging process document, reinforcing organization within the department
- Conducted weekly internal and client status meetings
- Received the 2009 Colangelo award for unsurpassed commitment, spirit and motivation in job performance

Leadership:

- Supervised all programs/projects within the marketing and branding group
- Directed the daily activities of 1-2 account executives and project managers to ensure proper agency service for all business accounts
- Trained account executives and project managers in skills necessary for project implementation and completion

NUTMEG BIG BROTHERS BIG SISTERS, HARTFORD, CT

RESOURCE DEVELOPER

Oct 2006-July 2007

- Coordinated enrollment opportunities with the Director of Community Based Programs or Director of School-Based Programs
- Identified and negotiated corporate, community and institutional partnerships that provided an ongoing supply of volunteers and financial support

SITE-BASED COORDINATOR

July 2005-Oct 2006

- Recruited, processed applications, interviewed and trained volunteers and clients
- Developed and maintained site relationships with corporate and school partners
- Led monthly trainings for Foster Grandparent volunteers

GRASSROOTS CAMPAIGNS, INC., CINCINNATI, OH AND BOSTON, MA

COMMUNITY FIELD ORGANIZER, Cincinnati, OH

June-Nov 2004

ASSISTANT CANVASS DIRECTOR, Boston, MA

- Coordinated a Get-Out-the-Vote effort in 35 area precincts and assisted in raising funds for progressive electoral campaigns
- Supervised and reconciled daily budgetary expenditures
- Maintained payroll and daily cash management records

EDUCATION

Bachelor of Arts in Political Science; minor in Public and Community

May 2004

Service Providence College, Providence, RI

Study Abroad: Irish Political Studies, National University of Ireland, Galway

Spring 2003

TOOLS/SKILLS

- Smartsheet
- Workfront

- Microsoft Office (Excel, Word, PowerPoint, TEAMS, OneNote)
- Some knowledge of InDesign

Water Pollution Control Authority

Resume of Qualifications for Board Appointment

Name: John E. Igneri

Address: 9 Ridgewood Road Norwalk CT, 06853

Norwalk Resident since 1974.

Norwalk Redevelopment Agency 2019 to Present

Norwalk Common Council 2011-2019

Council President 2016-2017

Majority Leader 2017-2018

Committees:

DPW Committee

Planning

Finance

Water Pollution Control Authority 2011 to Present

6th Taxing District Commissioner 2009-Present

Former President of Dreyfus Investment Advisors Retired 2006

MBA- Finance, Hofstra University

BA- Economics, St John's University

u.

DARREN OUSTAFINE, P.E.
9 Brookhill Lane
Norwalk, CT 06851
(203) 846-6750

I am a registered professional engineer with over 25 years of adult work experience including: municipal and project management; civil engineering and design; utility and building construction; drafting; and, inspection. I am seeking a position which requires leadership and a high level of responsibility. Please find my career history and major accomplishments below:

2000 to Present

Town of Darien Department of Public Works. Assistant Director of Public Works, Darien, CT. As the Assistant Director of Public Works for the Town of Darien DPW, I perform responsible administrative and professional engineering work in assisting the Director of Public Works in the direction of a broad range of municipal public works functions. I assist in recommending departmental policy and planning and direct and administer activities of all divisions of the DPW. I work in close contact with the Director of Public Works and assume duties of the Director in his absence. Some of my specific duties at the Town of Darien are:

- Assists the Director in supervision of personnel (30 persons) including disciplinary actions;
- Assists the Director in reporting to Board of Selectmen, budget preparations and presentations to the Board of Finance;
- Assists the Director in administration, reporting and recommendations to Darien Sewer Commission (designated WPCA);
- Assists the Director in maintaining 80 miles of existing sanitary sewer with approximately 13 existing sanitary sewer pumping stations;
- Administers sanitary sewer extensions from inception to completion (approximately 5 extensions in progress concurrently);
- Developed sewer lateral house connection standards and updated permits requirements;
- Developed town construction standards including roadway and sewer details;
- Administers road opening permit (encroachment) process;
- Applies and presents to Inland Wetlands and Planning and Zoning for DPW projects;
- Interacts with town counsel relative to; litigation, claims, and easement procurement;
- Administers solid waste transfer station, recycling center, and leaf composting facility;
- Assists Director with solid waste consortium related negotiations and issues;
- Administers tree warden, tree removal and tree replacement program;
- Maintains work request system, tracking response times, and trends of public requests;
- Administers maintenance including snow removal, of 80 miles of public roads, resurfacing up to 4 miles per year, 15 miles of sidewalks, replacing approximately ½ mile per year, 1,500 catch basins and associated stormwater drainage maintenance;
- Administers DEP permits including, NPDES Phase II stormwater, stormwater associated with an industrial activity for salt storage and transfer station, oil water separator floor drain, discharge of minor boiler blowdown water, and any required sampling and testing;
- Administers Autumn leaf pickup, Spring bulk waste pickup, Christmas tree pickup, town wide sweeping, Household Hazardous Waste Day programs.

1987 to 2000

Stearns & Wheler, LLC, Civil Engineers. Project Engineer, responsible for: proposals; project management; client service; site, stormwater, sanitary sewer and septic system design; CADD;

accounts receivables; and, applications, and presentations to land use boards. Between 1990 and 1994 maintained a limited relationship with the firm while attending university in pursuit of engineering degree. Joined the firm as an inspector, surveyor and drafter.

1981 to 1987

Union Construction Worker. Past member of Laborers International Union of North America (Local 146) and International Brotherhood of Carpenters and Joiners (Local 210).

Education

University of New Haven. B.S. Civil Engineering, GPA 3.64, (cum laude).

Norwalk Community Technical College. Most coursework completed towards A.S. in Architecture.

Awards, Certificates and Memberships

Professional Engineer; Certified DEP Transfer Station Operator, Certified NEWEA Wastewater Collection Systems Operator Grade II; Chi Epsilon national civil engineering and Alpha Sigma Lambda honor societies; Dodd's Scholarship recipient; past president of student chapter and Fairfield County Branch of ASCE; private pilot license;

Personal

Birth May 1963. Married with one child. Four civilian parachute jumps. Limited knowledge of German language. Foreign travel to; South Africa, Puerto Rico, Mexico, Sweden, Switzerland, England, and, Germany. Amateur photographer and woodworker.

References

Mr. Robert S. Steeger, Jr., P.E. Director of Public Works, Town of Darien, CT.
(203) 656-7364

Mr. Gary Dufel, P.E., DEE Managing Member, Stearns & Wheeler, LLC
(203) 268-8990

Robert F. Maslan, Jr., Esq. Proprietor, Maslan and Associates, LLP
(203) 656-3800

Mr. Gregory Bazydola, P.E. Project Engineer, Malcolm Pirnie
(949) 450-9901

Mr. Christopher Mannella, P.E. Project Manager, FGB Construction
(203) 857-0332

Ms. Joanne Iacono Administrative Assistant, Town of Darien DPW
(203) 656-7346

Dr. Gregory P. Broderick Professor of Geotechnical Engineering, U of New Haven
(203) 932-7005

C:\DARREN OUSTAFINE arial.doc

AGENDA

CLAIMS COMMITTEE MEETING

MAY 15TH

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:	BILL No & AMOUNT REFUNDED	REASON
---------	---------------------------	--------

MOTOR VEHICLE

ACAR LEASING LTD	23-MV-300337 \$464.96	PRORATION
CERON EDGAR	22-MV-311842 \$581.57	OVERPAYMENT
CESAIRE AGREENA	23.-MV-311975 \$147.60	PRORATION
ELUCAY ORTIZ PEDRO A	23-MV-321117 \$83.82 + \$15.09 INT	ABMNT/PRORATION
	23-MV-321118 \$206.12 + \$30.92 INT	ABMNT/PRORATION
ENTERPRISE FM TRUST	23-MV-321385 \$485.77	ABMNT/PRORATION
	23-MV-321395 \$840.71	ABMNT/PRORATION
GOITIA-RODRIGUEZ NELSON R	22-MV-327003 \$20.54	PRORATION
HONDA LEASE TRUST	23-MV-331821 \$219.86	PRORATION
KISZKIEL STANISLAW	21-MV-336531 \$1,026.37	ABATEMENT (MTS)
MANCUSO JOANNE	23-MV-343000 \$612.00	PRORATION
MAROTTA MICHAEL	23-MV-343512 \$30.26	PRORATION
NISSAN INFINITI LT LLC	23-MV-350246 \$347.16	PRORATION
	23-MV-350286 \$332.56	PRORATION
NISTICO PAULA A	23-MV-350674 \$69.37	PRORATION
RATH LAUREN & ZACHARY ADAM	23-MV-357459 \$26.88	PRORATION
ROMEO ANDREW A	23-MV-359842 \$232.15	PRORATION
ROSE NADIA	21-MV-357522 \$382.82 + \$69.52 INT	ABATEMENT
	22-MV-359189 \$334.31 + \$40.12 INT	ABATEMENT
	23-MV-360163 \$287.60 + \$12.94 INT	ABATEMENT
SHAMROCK PAINTING PLUS LLC	22-MV-362421 \$472.39	ABATEMENT (MTS)

	23-MV-363451	\$498.26	ABATEMENT (MTS)
TOYOTA LEASE TRUST	23-MV-369207	\$170.64	PRORATION
	23-MV-369306	\$270.32	PRORATION
TOYOTA LEASE TRUST	23-MV-413128	\$354.75	PRORATION
	23-MV-413137	\$89.13	PRORATION
TWIST DAVID A	23-MV-370560	\$194.76	PRORATION
VAULT TRUST	23-MV-SEE ATTACHED	\$8,423.03	ABMNT/PRORATION
VCFS AUTO LEASING CO	23-MV-372319	\$639.75	PRORATION
ZACHARY ADAM G	23-MV-376357	\$10.49	PRORATION

PERSONAL PROPERTY

ORAL SURGEONS ASSOCIATES

10 MOTT AVE

22-PP-202202 \$110.34

2227

23-PP-201930 \$133.28

ASSMNT CHANGE DUE TO AUDIT

REAL ESTATE

LERETA LLC

82 MAGNOLIA AVENUE

1-17-41-0

23-RE-119813 \$500.00

OVERPAYMENT

MARTINEZ EVELYN

15 MADISON ST G8

2-46-1-G8

23-RE-116893 \$16.67

OVERPAYMENT

NORWALK REALTY ASSOC LLC

148 EAST AVENUE 2L/2P

1-51-5-2L/2P

23-RE-119374 \$3,526.26

OVERPAYMENT

SPECIAL REQUEST

WOFSEY ROSEN KWESKIN KURIANSKY LLP

71 CONNECTICUT AVE 21-RE-108300 \$16,358.92

2-8-21-0 22-RE-108262 \$25,036.62 COURT STIP ADJUSTMENT

***MTS SAYS VEHICLE SHOULD BE TAXED BY STAMFORD, DMV SAYS VEHICLE IS REGISTERED IN
NORWALK***

Inquiry Report
Bill#
Unique_id
Dist

Interest Date : 04/30/2025
Prop Loc/Veh. Info./Plan-Sew
MBL/LINK #
Flags

Page : 1
TOT Inst
TOT Adj
TOT Paid
L/F/Bint Due
Tax Due
Int Due
Balance
Due Now
Discount

NORMALK TAX COLLECTOR

Name
Address
City/State/Zip

2023-03-0371929-00
371929
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

2DLES/1C4HJXDGMW60422/2021/JEEP/WRANGLER
LINK # 2023-MV-0046679
Bank - M069/DMV CIVLS: 115263-6175182-Y

828.38
-345.44
828.38
-345.44
0.00
-345.44
0.00

2023-03-0371930-00
371930
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

349MGD/1C4HJXDNLW209067/2020/JEEP/WRANGLER
LINK # 2023-MV-0046679
Bank - M069/DMV CIVLS: 115263-5693718-Y

832.27
-693.28
832.27
-693.28
0.00
-693.28
0.00

2023-03-0371940-00
371940
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AL78803/3C4NJDCE8LT238743/2020/JEEP/COMPASS
LINK # 2023-MV-0046680
Bank - M069/DMV CIVLS: 115263-5930245-Y

540.78
-360.69
540.78
-360.69
0.00
-360.69
0.00

2023-03-0371943-00
371943
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AM59189/2C3CDZK6LMH530256/2021/DODGE/CHALLENGER
LINK # 2023-MV-0046680
Bank - M069/DMV CIVLS: 115263-6163845-Y

749.83
-374.92
749.83
-374.92
0.00
-374.92
0.00

2023-03-0371946-00
371946
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AP93929/3C4NJDCE8LT238743/2021/JEEP/COMPASS
LINK # 2023-MV-0046680
Bank - M069/DMV CIVLS: 115263-6361818-Y

585.25
-146.29
585.25
-146.29
0.00
-146.29
0.00

2023-03-0371965-00
371965
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AV72976/1C4HJXEN3KW645352/2019/JEEP/WRANGLER
LINK # 2023-MV-0046682
Bank - M069/DMV CIVLS: 115263-5617167-Y

880.96
-807.83
880.96
-807.83
0.00
-807.83
0.00

2023-03-0371967-00
371967
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AV59210/1C6SRFET0KN899829/2019/RAM/1500 BIG
LINK # 2023-MV-0046683
Bank - M069/DMV CIVLS: 115263-5551493-Y

781.64
-781.64
781.64
-781.64
0.00
-781.64
0.00

2023-03-0371969-00
371969
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AV77975/ZAFEPANANSK7609146/2019/ALFA/GIULIA
LINK # 2023-MV-0046683
Bank - M069/DMV CIVLS: 115263-5766258-Y

621.93
-621.93
621.93
-621.93
0.00
-621.93
0.00

2023-03-0371972-00
371972
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AM17346/1C6ERR7EGKKS54403/2019/RAM/1500 CLA
LINK # 2023-MV-0046683
Bank - M069/DMV CIVLS: 115263-5669011-Y

545.33
-545.33
545.33
-545.33
0.00
-545.33
0.00

2023-03-0371989-00
371989
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AV27134/1C4RJFET8LC159303/2020/JEEP/GRAND CH
LINK # 2023-MV-0046685
Bank - M069/DMV CIVLS: 115263-5859711-Y

737.49
-307.52
737.49
-307.52
0.00
-307.52
0.00

2023-03-0371990-00
371990
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AY32923/3C4NJDCE8LT238743/2020/JEEP/COMPASS
LINK # 2023-MV-0046685
Bank - M069/DMV CIVLS: 115263-5865605-Y

512.54
-426.94
512.54
-426.94
0.00
-426.94
0.00

2023-03-0372004-00
372004
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

BA13738/1C4RJMDX7MD102565/2021/JEEP/CHEROKEE
LINK # 2023-MV-0046686
Bank - M069/DMV CIVLS: 115263-6037236-Y

665.11
-554.03
665.11
-554.03
0.00
-554.03
0.00

2023-03-0372012-00
372012
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

BA92869/1C4RJMDN5MD151374/2021/JEEP/CHEROKEE
LINK # 2023-MV-0046687
Bank - M069/DMV CIVLS: 115263-6087462-Y

639.79
-106.86
639.79
-106.86
0.00
-106.86
0.00

2023-03-0372026-00
372026
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

BB42212/1C4HJXEG7MW532931/2021/JEEP/WRANGLER
LINK # 2023-MV-0046688
Bank - M069/DMV CIVLS: 115263-6145202-Y

906.61
-226.64
906.61
-226.64
0.00
-226.64
0.00

2023-03-0372027-00	VAULT TRUST	BB42221/1C4HJXFN1MW563802/2021/JEEP/WRANGLER	1,093.58	-364.17	-364.17
372027	500 WOODWARD AVE	LINK # 2023-MV-0046689	-364.17	0.00	-364.17
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6148469-Y	1,093.58	0.00	0.00
2023-03-0372040-00	VAULT TRUST	BB88127/1C4HJXD8MW630558/2021/JEEP/WRANGLER	861.81	-430.90	-430.90
372040	500 WOODWARD AVE	LINK # 2023-MV-0046690	-430.90	0.00	-430.90
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6229187-Y	861.81	0.00	0.00
2023-03-0372041-00	VAULT TRUST	BB88151/3C4NJD85MT573087/2021/JEEP/COMPASS	539.16	-224.82	-224.82
372041	500 WOODWARD AVE	LINK # 2023-MV-0046690	-224.82	0.00	-224.82
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6238488-Y	539.16	0.00	0.00
2023-03-0372077-00	VAULT TRUST	BD12756/1C4PJMDXXKD395309/2019/JEEP/CHEROKEE	536.24	-536.24	-536.24
372077	500 WOODWARD AVE	LINK # 2023-MV-0046694	-536.24	0.00	-536.24
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6301458-Y	536.24	0.00	0.00
2023-04-0413689-00	VAULT TRUST	AZ20753/1C4HJXD64MW511634/2021/JEEP/WRANGLER	828.38	-414.19	-414.19
413689	500 WOODWARD AVE	LINK # 2023-MV-0011036	-414.19	0.00	-414.19
S823	DETROIT MI 48226	Bank - S823/DMV CIVLS: 115263-5974353-Y	828.38	0.00	0.00
2023-04-0413706-00	VAULT TRUST	AX56570/1C4RJFAG61C336502/2020/JEEP/GRAND CH	613.49	-153.37	-153.37
413706	500 WOODWARD AVE	LINK # 2023-MV-0011038	-153.37	0.00	-153.37
S823	DETROIT MI 48226	Bank - S823/DMV CIVLS: 115263-5822197-Y	613.49	0.00	0.00
# Of Acct (s) : 20			14,300.57	-8,423.03	-8,423.03
			-8,423.03	0.00	-8,423.03
			14,300.57	0.00	0.00

Inquiry Report

NORWALK TAX COLLECTOR

Interest Date : 04/14/2025

Page : 1

Bill#	Name	Prop Loc/Veh. Info./Plan-Sew	TOT Inst	Tax Due	Balance
Unique_id	Address	MBL/LINK #	TOT Adj	Int Due	Due Now
Dist	City/State/Zip	Flags	TOT Paid	L/E/Bint Due	Discount

2021-01-0108300-00	EDM 2 LLC	71 CONNECTICUT AVE	99,910.04	-16,358.92	-16,358.92
2-8-21-0	40 RICHARDS AVE 2ND FLR	2-8-21-0	-16,358.92	0.00	-16,358.92
2	NORWALK CT 06854		99,910.04	0.00	0.00

2022-01-0108262-00	EDM 2 LLC	71 CONNECTICUT AVE	171,041.32	-25,036.62	-25,036.62
2-8-21-0	40 RICHARDS AVE 2ND FLR	2 8 21 0	-40,517.02	0.00	-25,036.62
2	NORWALK CT 06854	Lien-Released/ Flag:	155,560.92	0.00	0.00

# Of Acct (s) : 2	270,951.36	-41,395.54	-41,395.54
	-56,875.94	0.00	-41,395.54
	255,470.96	0.00	0.00

*Per Reg
Email
8-14-25*

**TAX COLLECTOR'S REPORT
APRIL 2025**

FISCAL YEAR 2024-2025 (2023 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 24 - APR 25	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$30,485,520.62	\$27,409,027.42	89.91%	\$30,017,539.03	(\$467,981.59)	91.31%
AUTOMOBILE-SUPPLEMENTAL	\$4,617,948.35	\$3,743,473.47	81.06%	\$4,580,856.23	(\$37,092.12)	81.72%
PERSONAL PROPERTY	\$24,660,647.62	\$23,468,887.33	95.17%	\$24,614,837.77	(\$45,809.85)	95.34%
REAL ESTATE	\$314,512,159.95	\$309,698,346.27	98.47%	\$312,612,923.22	(\$1,899,236.73)	99.07%
TOTAL TAX	\$374,276,276.54	\$364,319,734.49	97.34%	\$371,826,156.25	(\$2,450,120.29)	97.98%
SEWER USE	\$19,044,215.00	\$18,755,297.82	98.48%	\$18,987,820.50	(\$56,394.50)	98.78%
IPP FEE	\$167,750.00	\$173,242.02	103.27%	\$197,499.52	\$29,749.52	87.72%

FISCAL YEAR 2023-2024 (2022 GRAND LIST)	ORIGINAL LEVY	JUN 23 - APR 24				
AUTOMOBILE-REGULAR	\$30,725,059.50	\$26,811,436.58	87.26%	\$29,440,172.81	(\$1,284,886.69)	91.07%
AUTOMOBILE-SUPPLEMENTAL	\$4,210,689.03	\$3,495,694.47	83.02%	\$4,201,410.59	(\$9,278.44)	83.20%
PERSONAL PROPERTY	\$22,422,652.30	\$21,441,293.07	95.62%	\$22,223,518.35	(\$199,133.95)	96.48%
REAL ESTATE	\$325,927,765.40	\$320,279,774.70	98.27%	\$323,266,713.91	(\$2,661,051.49)	99.08%
TOTAL TAX	\$383,286,166.23	\$372,028,198.82	97.06%	\$379,131,815.66	(\$4,154,350.57)	98.13%
SEWER USE	\$18,240,059.00	\$18,200,774.90	99.78%	\$18,421,825.00	\$181,766.00	98.80%
IPP FEE	\$199,250.00	\$171,449.09	86.05%	\$198,749.84	(\$500.16)	86.26%

TAX DIFFERENCE 2023 G.L. vs. 2022 G.L. INCREASE/(DECREASE)	(\$9,009,889.69)	(\$7,708,464.33)	0.28%	(\$7,305,659.41)	\$1,704,230.28	-0.15%
---	------------------	------------------	-------	------------------	----------------	--------

SEWER DIFFERENCE 2023 G.L. vs. 2022 G.L. INCREASE/(DECREASE)	\$804,156.00	\$554,522.92	-1.30%	\$565,995.50	(\$238,160.50)	-0.02%
---	--------------	--------------	--------	--------------	----------------	--------

IPP DIFFERENCE 2023 G.L. vs. 2022 G.L. INCREASE/(DECREASE)	(\$31,500.00)	\$1,792.93	17.23%	(\$1,250.32)	\$30,249.68	1.45%
---	---------------	------------	--------	--------------	-------------	-------

BACK TAXES COLLECTED	FISCAL YR 2024-2025 (JUL 24 - APR 25)	FISCAL YR 2023-2024 (JUL 23 - APR 24)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES	\$4,068,309.21	\$979,252.15	\$3,089,057.06
PRIOR SEWER USE FEE	\$164,341.28	\$169,942.94	(\$5,601.66)
PRIOR IPP FEE	\$13,311.57	\$10,321.59	\$2,989.98
TOTAL PRIOR TAX, SEWER & IPP	\$4,245,962.06	\$1,159,516.68	\$3,086,445.38
CURRENT INTEREST	\$925,490.16	\$975,750.57	(\$50,260.41)
PRIOR INTEREST	\$1,188,970.37	\$1,109,542.72	\$79,427.65
SEWER USE FEE INTEREST	\$90,132.42	\$71,614.21	\$18,518.21
IPP FEE INTEREST	\$8,385.65	\$5,707.15	\$2,678.50
TOTAL INTEREST COLLECTED	\$2,212,978.60	\$2,162,614.65	\$50,363.95
PRIOR LIEN FEE	\$14,457.43	\$10,650.80	\$3,806.63
CURRENT LIEN FEE	\$2,735.98	\$2,400.00	\$335.98
TOTAL LIEN FEE COLLECTED	\$17,193.41	\$13,050.80	\$4,142.61
MISC FEES COLLECTED**	\$531,691.96	\$116,944.13	\$414,747.83
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$7,007,826.03	\$3,452,126.26	\$3,555,699.77
TOTAL TAX BILLED/PAID ON GROSS RECEIPTS FROM CANNABIS (2024 YTD)			\$ 284,388.94



CITY OF NORWALK

Tax Collector's Office

Department of Finance

125 East Avenue Room 105

Norwalk, CT 06851

Phone: 203- 854-7731 (main line)

Fax: 203-854-7770

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance and Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: May 7, 2025
Re: Tax Collector's Narrative for **April 2025** End of Month report

As of the end of April 2025, having completed ten months of our fiscal year, we collected more than \$364 million against our nearly \$372 million adjusted levy. As noted in prior months, the net adjusted levy has been reduced from the original budgeted levy due to stipulated judgments in adjudicated property tax appeal cases related to the 2018 (prior) revaluation. Our net levy increased in December 2024 with the infusion of \$4.6 million in supplemental motor vehicle taxes on the 2023 grand list, billed as of January 1, 2025, but still remains reduced overall by (now) more than \$2.4 million due to stipulated judgments.

As of the end of April 2025, our current collection rate for all tax types, including the supplemental motor vehicle levy, was **97.98%**, up from 97.65% as of the end of March 2025. We also collected **98.78%** of our sewer use levy, more than \$18.7 million, and **87.72%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA. Compared with the prior fiscal year, we ended April 2025 very slightly behind last year for collection of taxes (-0.15%) and for sewer use (-0.02%) but slightly ahead of last year for the IPP fee (1.45%).

We also collected more than \$7 million in past due taxes, interest and fees, with two months remaining in the fiscal year. This amount is (net) over \$3.5 million more than what had been collected in back taxes during the same period last fiscal year. The increase is due to the tax sale we held on September 9, 2024. All these figures are net of refunds and credits, and in both the current and in the prior fiscal year, a sizeable portion of our past due collections were basically consumed by credits, as noted above.

Since June 2024, the tax collector's office has been responsible for billing and for collecting a monthly municipal tax on gross receipts from cannabis sales within Norwalk. We receive information monthly from the Connecticut Department of Revenue Services on what the gross sales were, and how much tax is owed to the city. The tax rate is 3% of gross sales, and the tax is paid by all cannabis retailers, hybrid retailers and micro cultivators. From April 2024 through the end of the month of April 2025, we have collected more than \$284,000 in municipal cannabis tax. These funds are turned over to the Comptroller's office. We include cannabis tax receipts in a one-line notation at the bottom of our monthly reports.

Our delinquent tax collector continues to work with the Department of Health to identify establishments with past due taxes that need to be brought current before a new health permit is issued. Many of these permits renewed in January. She also continues filing Uniform Commercial Code (UCC-1) liens with the office of the Secretary of the State of Connecticut to secure payment of past due business personal property taxes.

Our third-party collection agency continues to bill on our behalf for suspended motor vehicle accounts. Through the end of March 2025, in conjunction with their efforts, we had collected nearly \$1.3 million in past due motor vehicle taxes and interest due to the City. At this writing I do not yet have April figures for collection agency accounts. This agency's fees are charged *in addition to* the taxes and interest due to the City and are paid by the taxpayers who owe the past due bills; we collect what is due to us in full, and do not sacrifice any of what is due to the City. We began working with this company in December 2022.

We have mostly concluded our work on the September 2024 tax sale, more than eight months after the actual sale. We collected in excess of \$6.5 million directly on tax sale properties. In April 2025 we collected more outstanding blight fees on a property that had been included in the tax sale, but failed to sell, and we need to recalculate our total collections due to the sale. Out of the original 225 properties, 212 paid in full prior to the day of the sale. On the day of the sale, we were left with 7 properties. The tax sale website remains up: <https://storymaps.arcgis.com/stories/00d984cac70d4ae49f41a8936c0c638f> ; this site is also reachable from the tax collector's home page. There were four properties that did not redeem, and deeds in the name of the successful bidders were filed in March. Subsequently, we turned over more than \$800,000 in overbid (excess proceeds) to the Superior Court in Stamford, in accordance with state law, as the City does not make a profit on tax sale properties regardless of how much they sell for.

In March, we issued delinquent notices, called demand for payment notices, for past due real estate and business personal property taxes. We followed up with motor vehicle demand notices in April. We filed our lien continuing certificates in the Norwalk land records on April 7. We will continue to work on collection enforcement, including a wage garnishment initiative for City and Board of Education employees who owe past due Norwalk property taxes. We also anticipate working with the Planning and Zoning Department to assist them in collecting past due zoning violation fees through the tax sale process, in the same manner we now collect blight fees for the Blight Enforcement Division, and are considering holding a tax sale for these properties in the fall of 2025.

Our Board of Estimate and Taxation set our mill rates this week, and the WPCA set their rates on March 17. Accordingly, we are beginning the processes that will result in our billing the new tax levy for the new fiscal year that begins July 1, 2025. We are working with our Assessor's office and our software provider to implement the significant changes to our motor vehicle assessment and taxation processes brought about by recent state legislation. Information about these changes will be included on the city website, and included with the motor vehicle tax bills we send in June. We will be billing based on the second year of the four year phase-in of assessment values for the 2023 citywide property revaluation of taxable real property and hope to ensure that taxpayers continue to be well informed about the revaluation and the phase-in.

I am concluding this month's report with a reprint of information I provided in last month's report, because I feel it is important in case anyone missed it last month. That information follows below.

At the end of March 2025, a post was made on one of the Norwalk online forums concerning outstanding back taxes. The post referred to the fiscal year end 2024 (June 30, 2024) audit report, and referenced a page showing taxes billed and collected. The poster was dismayed that there was \$4+ million in uncollected taxes and inferred that these revenues could be used to further fund education. I do not read these forums regularly, and will not respond on the forum directly, but will address this issue here.

Every municipality in Connecticut is subject to an annual external audit. Part of the audit report is a fifteen year lookback on taxes billed and collected. Property taxes are collectible for fifteen years. This auditor's report to which the poster referred looked at the current year, as well as fifteen prior years of billed and collected taxes that were payable during the fiscal year that ended on June 30, 2024.

The grand list year that was currently being billed in that fiscal year was the grand list of 2022 (due July 1, 2023 and January 1, 2024). In addition to the 2022 grand list, we were also still collecting on the prior 15 years of taxes. The oldest year included on this report was the 2007 grand list. One of the comments that followed that online post inquired why we still carry an amount from 2007. Taxes are collectible for 15 years. There could be any

number of reasons why we had bills from 2007 that were still uncollected on June 30, 2024. Also, because every year we collect more and more on those back years, that answers the question of why the amounts “ballooned” as the grand list years become more current – because the older the grand list, the less is left still to collect, and vice versa.

To put this in perspective, for the grand list years of 2008 through 2022 inclusive (fifteen years) our revised levies for those fifteen grand list years totalled \$4,630,730,999.12 (**\$4.6 BILLION**). And according to our records, we had a balance due from all those billed years of \$9.4 million. This means there was \$9.4 million remaining uncollected out of \$4.6 BILLION billed. That is an uncollected percentage of **0.203% (two tenths of one percent)**. Our collection rate on the fifteen years of billed and collectible taxes was **99.797%**.

Furthermore, we sent out approximately 1,304,515 (**1.3 MILLION**) tax bills during that time, and operated with a staff of between six and eight full-time staff members, depending on vacancies. And, since that fiscal year ended on June 30, 2024, between then and now April, 2025) we have collected \$3.8 million of the \$9.4 million balance that was still due on June 30, 2024.

Another comment in the online post basically stated that we pursue only some accounts through tax sale, and that we do not collect on commercial properties. This is absolutely false. The tax sale criteria is based on dollar amount owed and / or the number of years in arrears. It makes no difference what type of property it is - residential, commercial, vacant land, etc., and it makes no difference who the property owner is. If a property meets the criteria, it is included in the sale, until the taxes are paid. If we hold a sale, and start with 200+ properties, and on the day of the sale find ourselves with no commercial properties, that means only that the commercial properties that were originally included in the sale have paid prior to the sale. Comments that we target senior citizens and / or residential homeowners are inflammatory and false.

As nearly every monthly report from my division concludes, maintaining a high tax collection rate allows for a more fair distribution of the tax burden. Maintaining a high current and back tax collection rate allows the budget making authority to set lower mill rates, as there can be less of an allowance for “uncollectible” taxes - taxes not timely paid when billed. Conversely, a lower collection rate, and less efficient tax collection, would require higher mill rates, and a correspondingly higher tax levy to be borne by all taxpayers. This principle inspires all our billing and tax collection enforcement activities. Not every billed tax will be collectible, and when you are sending millions of bills, some are never going to be collected. Not every item included in the grand list by the Assessor is a valid bill. Adjustments are made. However, a collection rate of 99.797% over 15 years on a \$4.6 billion levy is excellent. To question our collection rates and enforcement, or claim no one is being held accountable for paying their back taxes, are false claims and needed to be addressed.

I hope this information is helpful. I will continue to keep all stakeholders informed of our progress.



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.gov P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : MAYOR HARRY RILLING
JARED SCHMITT, CHIEF FINANCIAL OFFICER

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE : **NORWALK COMMUNITY RECREATION CENTER –
EXTERIOR WALLS MOISTURE ISSUES**

DATE: APRIL 24, 2025

The renovation and expansion of the city owned 98 South Main Street community center into the new Norwalk Community Center began in early February 2025. Our Construction Manager – Newfield Construction, has completed the interior demolition, miscellaneous hazardous material remediation and site clearing in March. Unfortunately, we encountered significant water/moisture damages to the exterior walls of the building which were not anticipated nor budgeted for as part of the project.

The design scope of the project includes the removal of the sheet rock and existing insulation around building perimeter walls in order to provide improved energy efficiency. Attached is a full report on what we found, proposed corrective measures and projected costs.

The current project budget is \$15,580,647 which breaks down as follows to include hard and soft costs

- State DECD - \$ 1,200,000
- City GGP funds - \$ 1,226,647
- ARPA funds - \$ 6,374,000
- HUD funds - \$ 1,830,000 (excl. \$170,000 for YMCA -FF&E)
- 2024-25 Capital Budget - \$ 4,950,000

Total project budget- \$15,580,647

Newfield Construction's contract amount is \$13,913,803. The Common Council had approved an Owner Contingency for a total not to exceed \$423,329.00 which is approximately 3% of construction cost. The projected cost for corrective measures total \$583,668 and I would like to request a Special Capital Appropriation in the same amount with funds from the completed bathroom improvement project at the middle schools. The allocation of these special appropriation funds will allow the project to maintain the current contingency allowance for the duration of the project.

ACTION REQUESTED:

- a. **Recommend the allocation of \$583,668 in Special Capital Appropriation funds to the Recreation and Parks Department for the development and construction of the Norwalk Community Recreation Center at 98 South Main Street as identified herein this memo and attached documentation. Current acct. #09256030 5777 C0719**
- b. **Recommend the reduction in the amount of \$583,668 from the balance in the middle schools bathroom improvement capital budget Acct. #09225010 5777 C0807**

Cc: Barbara Smyth, Chair, LU&BM Committee
Greg Burnett, Chair, Finance Committee
Tom Livingston, Chief-of-Staff
Robert Stowers, Director, Rec. and Parks Dept.
Tom Ellis, Budget Director

Status Report: Norwalk Community Recreation Center

Alan Lo 4/21/25

Narrative of project and current challenges.....

The renovation scope for the existing 98 South Main Street building is to create an attractive street front façade along South Main Street while the interior of the building is gutted to accommodate the new recreation programs. The exterior brick veneer appears to be in good condition and the project required the removal of the sheetrock on the inside face of the exterior walls and the installation of new insulation material and sheetrock to improve energy efficiency.

Since our groundbreaking ceremony, our construction manager, Newfield Construction, has substantially completed the demolition of the building interior and miscellaneous hazardous material remediation. They are currently working on the layout of the interior building systems and walls as well as trenching the floor to install below floor utilities. During the demolition process of the perimeter walls in mid-March, we discovered that water/moisture penetration into the exterior wall had created substantial damage to the sheathing, brick tie-backs and interior metal stud walls. Additionally, mold conditions were discovered inside the exterior wall system throughout the building. These issues were not anticipated and the costs for the corrective measures are not budgeted in the overall project budget. Below is summary of the issues with documentation of the conditions, proposed corrective measures and anticipated costs.



Demolition Began March 2025

Initial findings at this time

- Water penetration through brick veneer
- Black mold on wall insulation.
- Studs and brick veneer ties were found to be rusted and broken off
- Metal studs with water damage

Largest risk

- East Wall being unstable/unsafe

Problem Area Found

Exterior Brick/Wall Stability:

- Water infiltration through exterior wall damaged the existing structure
- Existing wall sheathing damaged and/or has mold growth
- Structural integrity of the existing brick veneer wall is compromised due to rusted/absent brick ties
- Existing interior metal stud walls rusted/damaged from water infiltration



Highly deteriorated
and missing veneer
ties

Highly deteriorated
light gage framing and
exterior wall sheathing



Daylight visible thru the
mortar joints

Problem Area Found



Black Mold:

- Found within the bathrooms behind tile
- Was found in sheetrock after insulation was removed
- Testing was completed by an Environmental Consultant
- Results came back positive and a remediation plan was developed

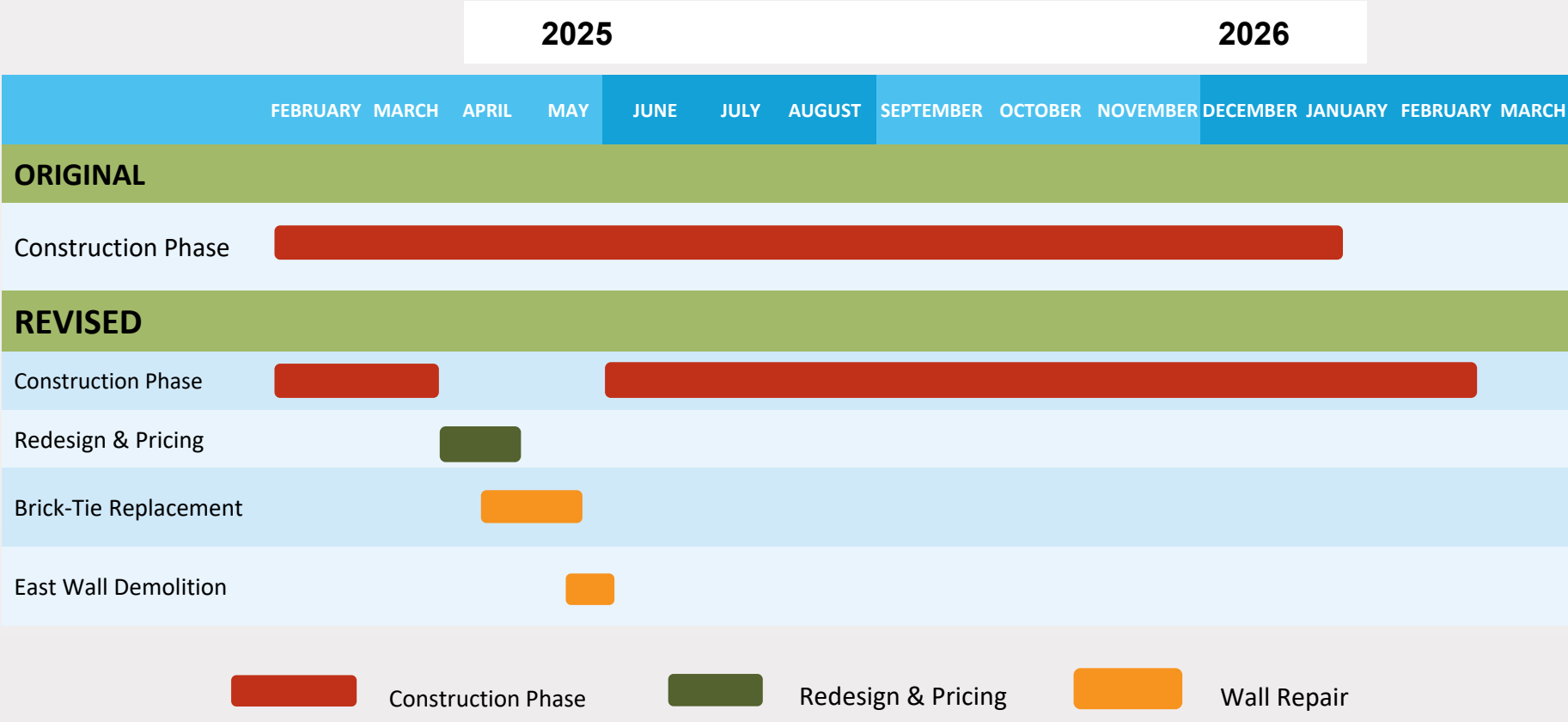
Necessary Corrective Measures

• Repoint brick wall to stop water infiltration	\$ 215,000
• Apply spray foam insulation to act as moisture barrier	\$ 55,000
• Demolish damaged East elevation brick walls	\$ 15,000
• Replace studs on East elevation that are damaged	\$ 45,000
• Remove all existing exterior sheathing	\$ 62,227
• Install new brick ties on North, South, and West Wall	\$ 111,933
• Environmental mold remediation plan from consultant	\$ 3,300
• Increased design and schedule impacts of staffing:	
○ Newfield Construction CM Fee, staffing	\$ 55,708
○ Architect and Engineer Design services	\$ 20,500

TOTAL

\$583,668

Project Schedule Revision



NEXT STEPS

1. Request for special capital appropriation.
2. Request increase to contingency allowance for Newfield Construction's contract through Land Use & Building Management Committee for Common Council approval.

RESOLUTION: MAKING APPROPRIATIONS FOR VARIOUS PUBLIC IMPROVEMENTS AGGREGATING \$74,522,646 FOR THE FISCAL YEAR 2025-2026 CAPITAL BUDGET AND AUTHORIZING THE ISSUANCE OF \$74,522,646 GENERAL OBLIGATION BONDS OF THE CITY TO MEET CERTAIN APPROPRIATIONS IN THE FISCAL YEAR 2025-2026 CAPITAL BUDGET

RESOLVED:

Section 1. Appropriations aggregating \$74,522,646 are hereby made by the City of Norwalk, Connecticut (the “City”) for each subtotal set forth opposite the City’s departments and entities (herein collectively “Departments”) attached hereto as Exhibit A. Each Departmental subtotal shall constitute an appropriation to meet the estimated costs of the projects or purposes (the “Projects”) specified for each Department, respectively, as attached on Exhibit A.

Section 2. To meet such portion of the appropriation for each Department not funded from other sources, a maximum of \$74,522,646 of bonds of the City are hereby authorized to be issued to fund the Projects in the amounts set forth on Exhibit B attached hereto.

Section 3. Said bonds may be issued and sold, subject to final approval by the Committee (as defined and described below) in one or more series as determined by the Chief Financial Officer in an amount necessary to meet the City’s share of the cost of the Projects determined after considering the estimated amount of State and Federal grants-in-aid of the Projects, or the actual amounts thereof if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, financing, legal and other costs of issuance of such bonds. Subject to final approval by the Committee, the bonds of each series shall mature not later than the maximum maturity permitted by the General Statutes of Connecticut, as amended from time to time (the “Connecticut General Statutes”) and may be issued subject to earlier redemption by the City. The bonds of each series shall be in the denomination of \$1,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor, Comptroller and the Chief Financial Officer, bear the City seal or a facsimile thereof, be payable at a bank or trust company designated by the Chief Financial Officer, be certified by such bank or trust company, which bank or trust company may also be designated as the registrar and transfer agent, and be approved as to their legality by Shipman & Goodwin LLP, bond counsel to the City. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The Common Council hereby delegates to the Mayor and the Chief Financial Officer, subject to the final approval of the President of the Common Council, the Majority Leader of the Common Council, the Minority Leader of the Common Council, and the Chairman of the Finance Committee of the Common Council, or any two of them (the “Committee”), the authority to determine the number of series to be issued, the principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, and other terms, details

and particulars of such bonds including the rate or rates of interest payable thereon and the terms of any purchase agreement executed in connection with the sale of the bonds in a negotiated underwriting.

Section 4. Said bonds shall be sold by the Mayor and the Chief Financial Officer in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City. If the bonds are sold by negotiation, the purchase agreement shall be signed by the Mayor and the Chief Financial Officer, subject to the final approval by the Committee. The Mayor and the Chief Financial Officer are authorized to prepare and distribute preliminary and final Official Statements of the City for use in connection with the offering and sale of any bonds.

Section 5. The Mayor and the Chief Financial Officer are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be in such denominations, bear interest at such rate or rates and be payable at such time or times as shall be determined by the Mayor and the Chief Financial Officer, be executed in the name of the City by the manual or facsimile signatures of the Mayor and the Chief Financial Officer, have the City seal or a facsimile thereof affixed, be certified by a bank or trust company designated by the Chief Financial Officer, and be approved as to their legality by Shipman & Goodwin LLP, as bond counsel. Such notes shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the capital improvements for the financing of which said notes were issued. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 6. In connection with the issuance of any bonds or notes authorized herein, the City may exercise any power delegated to municipalities pursuant to Section 7-370b, as may be approved and executed by the Mayor and the Chief Financial Officer, including the authority to enter into agreements moderating interest rate fluctuation, provided any such agreement or exercise of authority shall be subject to final approval by the Committee.

Section 7. To meet any portion of the costs of such projects determined by the State of Connecticut Department of Energy and Environmental Protection to be eligible for funding under Section 22a-475 et seq. of the Connecticut General Statutes, as the same may be amended from time to time (the "Clean Water Fund Program"), the City is authorized and may issue interim funding obligations in anticipation of project loan obligations and project loan obligations ("Clean Water Fund Obligations") in such denominations as the Mayor and the Chief Financial Officer shall determine. The Mayor and the Chief Financial Officer are hereby authorized to determine the amount, date, maturity, interest rate, form and other details and particulars of such Clean Water Fund Obligations, subject to the provisions of the Clean Water Fund Program, and the Mayor,

Chief Financial Officer and Treasurer are authorized to execute and deliver the same. Said Clean Water Fund Obligations shall be secured as to both principal and interest by (i) a pledge of revenues to be derived from sewage system use and/or connection charges, benefit assessments, or both, (ii) the full faith and credit of the City, or (iii) any combination of (i) and (ii). The Mayor is hereby authorized to execute and deliver to the State in the name of and on behalf of the City Project Loan and Project Grant Agreements under the Clean Water Fund Program.

Section 8. Any appropriation, or portion thereof, not required, in the determination of the Common Council, for any Department set forth in Section 1, may be transferred by resolution of the Common Council to any other Department of the City.

Section 9. The City hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations (the “Regulations”), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this resolution, or otherwise as may be allowed under the Regulations, in the maximum amount and for the Projects with the proceeds of bonds, notes, or other obligations (“Tax Exempt Obligations”) authorized to be issued by the City. The Tax Exempt Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Projects, or such later date the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Chief Financial Officer or his designee is authorized to pay Project expenses in accordance herewith pending the issuance of Tax Exempt Obligations. The Chief Financial Officer is authorized to amend such expression of official intent to bind the City pursuant to such changes he deems necessary or advisable to maintain the continued exemption from federal income taxation of interest on the Tax Exempt Obligations.

Section 10. The Mayor and the Chief Financial Officer are hereby authorized, on behalf of the City, to enter into agreements or otherwise covenant for the benefit of bondholders or noteholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the “MSRB”) and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to the MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 11. The Mayor and the Chief Financial Officer are hereby authorized, on behalf of the City, to enter into any other agreements, instruments, documents and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution. The Mayor is hereby authorized, on behalf of the City, to apply for and accept any and all Federal and State loans and/or grants-in-aid of the Projects, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the City with engineers, contractors and others to complete the Projects.

Section 12. The Mayor and the Chief Financial Officer are hereby authorized, on behalf of the City, to issue all or any portion of the bonds as bonds which may bear interest which is includable in the gross income of holders thereof for Federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended, and the issuance of such taxable bonds is hereby determined to be in the public interest.

City of Norwalk and NPS / Board of Ed			<i>*Exhibit A*</i>				<i>*FINAL*</i>
Final Approved FYE 2026 Capital Budget							
04/29/25 -- Version 8						FYE 2026	FYE 2026
printed: 4/30/2025 9:14						Funded by	Common Council
Division	SubDivision	Rank	ProjectName	Proj ID	Debt Premium	Approved 4/8/25	
FINANCE DEPT	INFORMATION TECH	1	INFORMATION TECHNOLOGY PROJECTS	C0375	-	625,000	
	INFORMATION TECH Total				-	625,000	
FINANCE DEPT Total						625,000	
COMMUNITY SVCS	CHIEF OF COMM SERVICES	1	ADA COMPLIANCE	C0536	-	450,000	
	CHIEF OF COMM SERVICES Total				-	450,000	
COMMUNITY SVCS	HEALTH ADMINISTRATION	2	PAINTING	C0690	15,000	-	
	HEALTH ADMINISTRATION Total				15,000	-	
COMMUNITY SVCS	LIBRARY ADMIN	1	MAIN LIBRARY ADA DOOR HANDLES	C0692	-	31,500	
COMMUNITY SVCS	LIBRARY ADMIN	2	LIBRARY VAN	NEW	-	84,113	
COMMUNITY SVCS	LIBRARY ADMIN	3	NORWALK NEWSPAPER DIGITIZATION	C0548	-	23,148	
COMMUNITY SVCS	LIBRARY ADMIN	4	LAPTOP VENDING MACHINES	NEW	-	17,000	
	LIBRARY ADMIN Total				-	155,761	
COMMUNITY SVCS Total					15,000	605,761	
POLICE & COMB DISP	ADMINISTRATION	1	CARS & VANS	C0665	-	950,000	
POLICE & COMB DISP	ADMINISTRATION	2	CRISIS RESPONSE EQUIPMENT	NEW	-	30,000	
POLICE & COMB DISP	ADMINISTRATION	3	GAS PUMP REPLACEMENTS	NEW	-	135,000	
	ADMINISTRATION Total				-	1,115,000	
POLICE & COMB DISP Total					-	1,115,000	
FIRE DEPARTMENT	FIREFIGHTING	1	STATION 4 ADDITION / RENOVATION	NEW	-	4,000,000	
FIRE DEPARTMENT	FIREFIGHTING	2	LADDER TRUCK REPLACEMENT	NEW	-	2,900,000	
FIRE DEPARTMENT	FIREFIGHTING	3	SCBA VEHICLE COMPRESSOR	C0703	-	720,000	
FIRE DEPARTMENT	FIREFIGHTING	4	VEHICLES -- FIRE MARSHAL STAFF	C0486	-	100,000	
FIRE DEPARTMENT	FIREFIGHTING	5	GENERAC INDUSTRIAL GENERATOR	NEW	-	125,000	
FIRE DEPARTMENT	FIREFIGHTING	6	UPGRADE EOC MEDIA EQUIPMENT	NEW	-	100,000	
FIRE DEPARTMENT	FIREFIGHTING	7	BUILDING REPAIRS VARIOUS STATIONS	C0385	50,000	-	
	FIREFIGHTING Total				50,000	7,945,000	
FIRE DEPARTMENT Total					50,000	7,945,000	
ECD	ART COMMISSION	1	ARTS IN PUBLIC PLACES PROGRAM	C0804	-	100,000	
	ART COMMISSION Total				-	100,000	
ECD	CHIEF OF ECD	1	ONLINE PERMITTING & LICENSING SYS	NEW	-	500,000	
	CHIEF OF ECD Total				-	500,000	
ECD	CODE ENFORCEMENT	1	STREETSCAPE IMPROVEMENTS	C0806	-	150,000	
	CODE ENFORCEMENT Total				-	150,000	
ECD	P & Z COMMISSION	1	LAND USE DOCUMENT SCANNING	NEW	-	120,000	
	P & Z COMMISSION Total				-	120,000	

City of Norwalk and NPS / Board of Ed			<i>*Exhibit A*</i>				<i>*FINAL*</i>
Final Approved FYE 2026 Capital Budget							
04/29/25 -- Version 8						FYE 2026	FYE 2026
printed: 4/30/2025 9:14						Funded by	Common Council
Division	SubDivision	Rank	ProjectName	Proj ID	Debt Premium	Approved 4/8/25	
ECD	TMP	1	ROADWAY DESIGN & RECONSTRUCTION	C0824	-	900,000	
ECD	TMP	2	TRAFFIC SIGNAL EQUIPMENT	C0232	-	175,000	
ECD	TMP	3	NEW SIDEWALK CONSTRUCTION	C0649	-	1,000,000	
ECD	TMP	4	SAFE ROUTES TO SCHOOL	C0441	-	250,000	
ECD	TMP	5	WALL STREET CORRIDOR IMPROVE	C0800	-	600,000	
ECD	TMP	6	PAVEMENT MARKINGS & SIGNAGE	C0562	-	200,000	
ECD	TMP	7	WEST ROCKS ROAD SIDEWALKS	C0706	-	300,000	
ECD	TMP	8	EAST AVENUE CORRIDOR IMPROVE	C0678	-	450,000	
ECD	TMP	10	ISAACS / WALL ST ROADWAY IMPROVE	NEW	-	250,000	
	TMP Total				-	4,125,000	
ECD	BUSINESS DEV & TOUR	1	NORWALK SPECIAL EVENTS	C0680	200,000	-	
ECD	BUSINESS DEV & TOUR	2	SMALL BUSINESS MAIN ST PROGRAM	C0773	-	100,000	
	BUSINESS DEV & TOUR Total				200,000	100,000	
ECD	HISTORICAL COMM	1	SMITH STREET BUILDINGS	C0430	-	375,000	
ECD	HISTORICAL COMM	2	LOCKWOOD HOUSE -- ADA	C0549	-	150,000	
ECD	HISTORICAL COMM	3	L-M MANSION CODE & REPAIR	C0186	-	75,000	
ECD	HISTORICAL COMM	4	ADA ACCESS MILL HILL & MASTER	C0521	-	35,000	
ECD	HISTORICAL COMM	5	CEMETERY SITE WORK	C0294	10,000	-	
ECD	HISTORICAL COMM	6	WPA MURALS	C0574	-	-	
	HISTORICAL COMM Total				10,000	635,000	
ECD	REDEVELOPMENT	1	PINNACLE TOD UNDERGROUND UTILS	NEW	-	1,500,000	
	REDEVELOPMENT Total				-	1,500,000	
ECD Total					210,000	7,230,000	
OPERATIONS AND PW	OPERATIONS	1	ELECTRICAL UPGRADES / CHARGING STA	C0681	30,000	-	
	OPERATIONS Total				30,000	-	
OPERATIONS AND PW	SOLID WASTE	1	TRANSFER STATION IMPROVEMENTS	C0711	-	425,000	
	SOLID WASTE Total				-	425,000	
OPERATIONS AND PW	ENGINEERING	A1	BRIDGE REPAIRS	C0315	-	450,000	
OPERATIONS AND PW	ENGINEERING	A2	STRUCTURAL INSPECTION / REPAIRS	C0617	50,000	-	
OPERATIONS AND PW	ENGINEERING	B1	PAVEMENT MANAGEMENT PROGRAM	C0021	-	6,500,000	
OPERATIONS AND PW	ENGINEERING	B2	SIDEWALKS AND CURBS	C0318	-	4,500,000	
OPERATIONS AND PW	ENGINEERING	B4	GENERAL DRAINAGE	C0302	-	400,000	
OPERATIONS AND PW	ENGINEERING	C1	WATERCOURSE MAINTENANCE	C0440	-	1,000,000	
OPERATIONS AND PW	ENGINEERING	C3	STORMWATER MANAGEMENT PLAN	C0425	-	350,000	
OPERATIONS AND PW	ENGINEERING	C6	NEW CANAAN AVE / PONUS STORM DRAIN	C0712	-	2,000,000	

City of Norwalk and NPS / Board of Ed			<i>*Exhibit A*</i>			<i>*FINAL*</i>
Final Approved FYE 2026 Capital Budget						
04/29/25 -- Version 8					FYE 2026	FYE 2026
printed: 4/30/2025 9:14					Funded by	Common Council
Division	SubDivision	Rank	ProjectName	Proj ID	Debt Premium	Approved 4/8/25
OPERATIONS AND PW	ENGINEERING	C7	GLENDENNING / CANNON ST STORM DRAIN	C0713	-	3,000,000
OPERATIONS AND PW	ENGINEERING	D1	TREE PLANTING DPW	C0233	-	200,000
OPERATIONS AND PW	ENGINEERING	E1	EAST AVENUE RDWY & BRIDGE RECONSTRUCTION	C0471	-	1,500,000
OPERATIONS AND PW	ENGINEERING	E2	GRANT LOCAL MATCHING FUNDS	C0816	-	350,000
OPERATIONS AND PW	ENGINEERING	E8	GREEN INFRASTRUCTURE	C0715	-	100,000
	ENGINEERING Total				50,000	20,350,000
OPERATIONS AND PW	FLEET MAINTENANCE	1	FLEET REPLACEMENT	C0313	-	665,000
OPERATIONS AND PW	FLEET MAINTENANCE	2	VARIOUS DEPT FLEET VEHICLES	C0716	-	200,000
	FLEET MAINTENANCE Total				-	865,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H01	CITY HALL REPAIRS & IMPROVEMENTS	C0439	-	95,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H02	PUBLIC WORKS CENTER IMPROVEMENTS	C0119	-	282,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H03	MAIN LIBRARY	C0133	-	540,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H04	BRANCH LIBRARY IMPROVEMENTS	C0644	-	385,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H05	HEALTH DEPARTMENT	C0645	-	290,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H06	POLICE FACILITIES	C0137	-	610,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H07	FIRE HEADQUARTERS	NEW	-	45,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H08	BEN FRANKLIN IMPROVEMENTS	C0295	-	1,047,500
OPERATIONS AND PW	BUILDING MANAGEMENT	H09	VARIOUS CITY BLDG REPAIRS	C0476	60,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H10	ELECTRIC VEHICLES / SUSTAINABILITY PROJECTS	C0718	-	75,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H11	ROOSEVELT CENTER IMPROVEMENTS	C0683	-	100,500
OPERATIONS AND PW	BUILDING MANAGEMENT	H12	ENVIRONMENTAL REMEDIATION	C0543	20,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H13	SIDEWALK & CURB BLDG MGT	C0583	25,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H14	NATHANIEL ELY IMPROVEMENTS	C0266	-	35,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H16	ELECTRICAL SYSTEMS SURVEYS	NEW	50,000	-
	BUILDING MANAGEMENT Total				155,000	3,505,000
OPERATIONS AND PW	PARK MAINTENANCE	1	98 SOUTH MAIN COMMUNITY CENTER	C0719	-	115,000
OPERATIONS AND PW	PARK MAINTENANCE	2	BROAD RIVER BASEBALL COMPLEX	C0658	-	2,000,000
OPERATIONS AND PW	PARK MAINTENANCE	3	CALF PASTURE BEACH	C0365	-	2,760,000
OPERATIONS AND PW	PARK MAINTENANCE	6	VEHICLES	C0486	-	373,000
OPERATIONS AND PW	PARK MAINTENANCE	7	PARK SIGNAGE	NEW	100,000	-
OPERATIONS AND PW	PARK MAINTENANCE	8	PARKS GARAGE REPAIRS	C0472	25,000	-
OPERATIONS AND PW	PARK MAINTENANCE	10	PARKS SUSTAINABILITY	C0684	50,000	-
OPERATIONS AND PW	PARK MAINTENANCE	11	SCHOOL & PARK PLAYGROUNDS	C0364	-	300,000
OPERATIONS AND PW	PARK MAINTENANCE	12	ATHLETIC FIELDS	C0771	50,000	-
OPERATIONS AND PW	PARK MAINTENANCE	13	PAVING SIDEWALK PROJECTS	C0588	50,000	-

City of Norwalk and NPS / Board of Ed			<i>*Exhibit A*</i>				<i>*FINAL*</i>
Final Approved FYE 2026 Capital Budget							
04/29/25 -- Version 8						FYE 2026	FYE 2026
printed: 4/30/2025 9:14						Funded by	Common Council
Division	SubDivision	Rank	ProjectName	Proj ID	Debt Premium	Approved 4/8/25	
OPERATIONS AND PW	PARK MAINTENANCE	14	BASKETBALL & TENNIS COURTS	C0321	50,000	-	
OPERATIONS AND PW	PARK MAINTENANCE	15	TREE PLANTING	C0830	50,000	-	
OPERATIONS AND PW	PARK MAINTENANCE	16	BACKSTOPS AND FENCING	C0131	60,000	-	
OPERATIONS AND PW	PARK MAINTENANCE	17	CRANBURY PARK	C0366	25,000	-	
	PARK MAINTENANCE Total				460,000	5,548,000	
OPERATIONS AND PW Total					695,000	30,693,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	1	ENHANCEMENT TO SCHOOL SECUIITY	C0537	-	327,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	2	LITERARY CURRICULUM	NEW	-	300,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	3	SCIENCE & SOCIAL STUDIES CURRICULUM	C0609	-	200,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	4	BAND /STRINGS INSTRUMENT REPLACEMENTS	C0685	-	300,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	5	INSTRUCTIONAL TECHNOLOGY	C0112	-	1,619,375	
BOARD OF EDUCATION	PUBLIC SCHOOL	6	REPLACEMENT OF MIDDLE SCHOOL LOCKERS	C0722	-	250,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	7	WEST ROCKS ROOF REPAIR	NEW	-	240,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	8	STUDENT TECHNOLOGY	NEW	-	922,510	
BOARD OF EDUCATION	PUBLIC SCHOOL	9	BOE ASBESTOS ABATEMENT PROGRAM	C0595	-	1,400,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	10	OIL TANK REPLACEMENT	C0789	-	250,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	11	AIR CONDITIONING PROGRAM	C0652	-	500,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	12	SCHOOL DISTRICT PAVING & ADA COMPLIANCE	C0516	-	400,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	13	CAPITAL REPAIRS AND REPLACEMENT	C0587	-	250,000	
	PUBLIC SCHOOL Total				-	6,958,885	
BOARD OF EDUCATION Total					-	6,958,885	
OPERATIONS AND PW	WPCA	1	COLLECTIONS SYSTEM REHABILITATION	C0361	-	7,600,000	
OPERATIONS AND PW	WPCA	3	WWTP REHABILITATION/IMPROVEMENT	C0791	-	10,000,000	
	WPCA Total				-	17,600,000	
WPCA Total					-	17,600,000	
PARKING AUTHORITY	PARKING AUTHORITY	P1	PARKING GARAGES	C0303	-	1,750,000	
	PARKING AUTHORITY Total				-	1,750,000	
PARKING AUTHORITY Total					-	1,750,000	
Grand Total					970,000	74,522,646	
			Less WPCA (Enterprise Fund)		-	(17,600,000)	
			Less Parking Auth (Enterprise Fund)		-	(1,750,000)	
			Total City and Board of Ed only		970,000	55,172,646	
			Total Board of Ed only		-	6,958,885	
			Total City only		970,000	48,213,761	

City of Norwalk and NPS / Board of Ed			<i>*Exhibit B*</i>				<i>*FINAL*</i>
Final Approved FYE 2026 Capital Budget							
04/29/25 -- Version 8						FYE 2026	FYE 2026
printed: 4/30/2025 9:16						Funded by	Common Council
Division	SubDivision	Rank	ProjectName	Proj ID	Debt Premium	Approved 4/8/25	
FINANCE DEPT	INFORMATION TECH	1	INFORMATION TECHNOLOGY PROJECTS	C0375	-	625,000	
	INFORMATION TECH Total				-	625,000	
FINANCE DEPT Total						625,000	
COMMUNITY SVCS	CHIEF OF COMM SERVICES	1	ADA COMPLIANCE	C0536	-	450,000	
	CHIEF OF COMM SERVICES Total				-	450,000	
COMMUNITY SVCS	HEALTH ADMINISTRATION	2	PAINTING	C0690	15,000	-	
	HEALTH ADMINISTRATION Total				15,000	-	
COMMUNITY SVCS	LIBRARY ADMIN	1	MAIN LIBRARY ADA DOOR HANDLES	C0692	-	31,500	
COMMUNITY SVCS	LIBRARY ADMIN	2	LIBRARY VAN	NEW	-	84,113	
COMMUNITY SVCS	LIBRARY ADMIN	3	NORWALK NEWSPAPER DIGITIZATION	C0548	-	23,148	
COMMUNITY SVCS	LIBRARY ADMIN	4	LAPTOP VENDING MACHINES	NEW	-	17,000	
	LIBRARY ADMIN Total				-	155,761	
COMMUNITY SVCS Total					15,000	605,761	
POLICE & COMB DISP	ADMINISTRATION	1	CARS & VANS	C0665	-	950,000	
POLICE & COMB DISP	ADMINISTRATION	2	CRISIS RESPONSE EQUIPMENT	NEW	-	30,000	
POLICE & COMB DISP	ADMINISTRATION	3	GAS PUMP REPLACEMENTS	NEW	-	135,000	
	ADMINISTRATION Total				-	1,115,000	
POLICE & COMB DISP Total					-	1,115,000	
FIRE DEPARTMENT	FIREFIGHTING	1	STATION 4 ADDITION / RENOVATION	NEW	-	4,000,000	
FIRE DEPARTMENT	FIREFIGHTING	2	LADDER TRUCK REPLACEMENT	NEW	-	2,900,000	
FIRE DEPARTMENT	FIREFIGHTING	3	SCBA VEHICLE COMPRESSOR	C0703	-	720,000	
FIRE DEPARTMENT	FIREFIGHTING	4	VEHICLES -- FIRE MARSHAL STAFF	C0486	-	100,000	
FIRE DEPARTMENT	FIREFIGHTING	5	GENERAC INDUSTRIAL GENERATOR	NEW	-	125,000	
FIRE DEPARTMENT	FIREFIGHTING	6	UPGRADE EOC MEDIA EQUIPMENT	NEW	-	100,000	
FIRE DEPARTMENT	FIREFIGHTING	7	BUILDING REPAIRS VARIOUS STATIONS	C0385	50,000	-	
	FIREFIGHTING Total				50,000	7,945,000	
FIRE DEPARTMENT Total					50,000	7,945,000	
ECD	ART COMMISSION	1	ARTS IN PUBLIC PLACES PROGRAM	C0804	-	100,000	
	ART COMMISSION Total				-	100,000	
ECD	CHIEF OF ECD	1	ONLINE PERMITTING & LICENSING SYS	NEW	-	500,000	
	CHIEF OF ECD Total				-	500,000	
ECD	CODE ENFORCEMENT	1	STREETSCAPE IMPROVEMENTS	C0806	-	150,000	
	CODE ENFORCEMENT Total				-	150,000	
ECD	P & Z COMMISSION	1	LAND USE DOCUMENT SCANNING	NEW	-	120,000	
	P & Z COMMISSION Total				-	120,000	

City of Norwalk and NPS / Board of Ed			<i>*Exhibit B*</i>				<i>*FINAL*</i>
Final Approved FYE 2026 Capital Budget							
04/29/25 -- Version 8						FYE 2026	FYE 2026
printed: 4/30/2025 9:16						Funded by	Common Council
Division	SubDivision	Rank	ProjectName	Proj ID	Debt Premium	Approved 4/8/25	
ECD	TMP	1	ROADWAY DESIGN & RECONSTRUCTION	C0824	-	900,000	
ECD	TMP	2	TRAFFIC SIGNAL EQUIPMENT	C0232	-	175,000	
ECD	TMP	3	NEW SIDEWALK CONSTRUCTION	C0649	-	1,000,000	
ECD	TMP	4	SAFE ROUTES TO SCHOOL	C0441	-	250,000	
ECD	TMP	5	WALL STREET CORRIDOR IMPROVE	C0800	-	600,000	
ECD	TMP	6	PAVEMENT MARKINGS & SIGNAGE	C0562	-	200,000	
ECD	TMP	7	WEST ROCKS ROAD SIDEWALKS	C0706	-	300,000	
ECD	TMP	8	EAST AVENUE CORRIDOR IMPROVE	C0678	-	450,000	
ECD	TMP	10	ISAACS / WALL ST ROADWAY IMPROVE	NEW	-	250,000	
	TMP Total				-	4,125,000	
ECD	BUSINESS DEV & TOUR	1	NORWALK SPECIAL EVENTS	C0680	200,000	-	
ECD	BUSINESS DEV & TOUR	2	SMALL BUSINESS MAIN ST PROGRAM	C0773	-	100,000	
	BUSINESS DEV & TOUR Total				200,000	100,000	
ECD	HISTORICAL COMM	1	SMITH STREET BUILDINGS	C0430	-	375,000	
ECD	HISTORICAL COMM	2	LOCKWOOD HOUSE -- ADA	C0549	-	150,000	
ECD	HISTORICAL COMM	3	L-M MANSION CODE & REPAIR	C0186	-	75,000	
ECD	HISTORICAL COMM	4	ADA ACCESS MILL HILL & MASTER	C0521	-	35,000	
ECD	HISTORICAL COMM	5	CEMETERY SITE WORK	C0294	10,000	-	
ECD	HISTORICAL COMM	6	WPA MURALS	C0574	-	-	
	HISTORICAL COMM Total				10,000	635,000	
ECD	REDEVELOPMENT	1	PINNACLE TOD UNDERGROUND UTILS	NEW	-	1,500,000	
	REDEVELOPMENT Total				-	1,500,000	
ECD Total					210,000	7,230,000	
OPERATIONS AND PW	OPERATIONS	1	ELECTRICAL UPGRADES / CHARGING STA	C0681	30,000	-	
	OPERATIONS Total				30,000	-	
OPERATIONS AND PW	SOLID WASTE	1	TRANSFER STATION IMPROVEMENTS	C0711	-	425,000	
	SOLID WASTE Total				-	425,000	
OPERATIONS AND PW	ENGINEERING	A1	BRIDGE REPAIRS	C0315	-	450,000	
OPERATIONS AND PW	ENGINEERING	A2	STRUCTURAL INSPECTION / REPAIRS	C0617	50,000	-	
OPERATIONS AND PW	ENGINEERING	B1	PAVEMENT MANAGEMENT PROGRAM	C0021	-	6,500,000	
OPERATIONS AND PW	ENGINEERING	B2	SIDEWALKS AND CURBS	C0318	-	4,500,000	
OPERATIONS AND PW	ENGINEERING	B4	GENERAL DRAINAGE	C0302	-	400,000	
OPERATIONS AND PW	ENGINEERING	C1	WATERCOURSE MAINTENANCE	C0440	-	1,000,000	
OPERATIONS AND PW	ENGINEERING	C3	STORMWATER MANAGEMENT PLAN	C0425	-	350,000	
OPERATIONS AND PW	ENGINEERING	C6	NEW CANAAN AVE / PONUS STORM DRAIN	C0712	-	2,000,000	

City of Norwalk and NPS / Board of Ed			<i>*Exhibit B*</i>			<i>*FINAL*</i>
Final Approved FYE 2026 Capital Budget						
04/29/25 -- Version 8					FYE 2026	FYE 2026
printed: 4/30/2025 9:16					Funded by	Common Council
Division	SubDivision	Rank	ProjectName	Proj ID	Debt Premium	Approved 4/8/25
OPERATIONS AND PW	ENGINEERING	C7	GLENDENNING / CANNON ST STORM DRAIN	C0713	-	3,000,000
OPERATIONS AND PW	ENGINEERING	D1	TREE PLANTING DPW	C0233	-	200,000
OPERATIONS AND PW	ENGINEERING	E1	EAST AVENUE RDWY & BRIDGE RECONSTRUCTION	C0471	-	1,500,000
OPERATIONS AND PW	ENGINEERING	E2	GRANT LOCAL MATCHING FUNDS	C0816	-	350,000
OPERATIONS AND PW	ENGINEERING	E8	GREEN INFRASTRUCTURE	C0715	-	100,000
	ENGINEERING Total				50,000	20,350,000
OPERATIONS AND PW	FLEET MAINTENANCE	1	FLEET REPLACEMENT	C0313	-	665,000
OPERATIONS AND PW	FLEET MAINTENANCE	2	VARIOUS DEPT FLEET VEHICLES	C0716	-	200,000
	FLEET MAINTENANCE Total				-	865,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H01	CITY HALL REPAIRS & IMPROVEMENTS	C0439	-	95,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H02	PUBLIC WORKS CENTER IMPROVEMENTS	C0119	-	282,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H03	MAIN LIBRARY	C0133	-	540,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H04	BRANCH LIBRARY IMPROVEMENTS	C0644	-	385,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H05	HEALTH DEPARTMENT	C0645	-	290,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H06	POLICE FACILITIES	C0137	-	610,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H07	FIRE HEADQUARTERS	NEW	-	45,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H08	BEN FRANKLIN IMPROVEMENTS	C0295	-	1,047,500
OPERATIONS AND PW	BUILDING MANAGEMENT	H09	VARIOUS CITY BLDG REPAIRS	C0476	60,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H10	ELECTRIC VEHICLES / SUSTAINABILITY PROJECTS	C0718	-	75,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H11	ROOSEVELT CENTER IMPROVEMENTS	C0683	-	100,500
OPERATIONS AND PW	BUILDING MANAGEMENT	H12	ENVIRONMENTAL REMEDIATION	C0543	20,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H13	SIDEWALK & CURB BLDG MGT	C0583	25,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H14	NATHANIEL ELY IMPROVEMENTS	C0266	-	35,000
OPERATIONS AND PW	BUILDING MANAGEMENT	H16	ELECTRICAL SYSTEMS SURVEYS	NEW	50,000	-
	BUILDING MANAGEMENT Total				155,000	3,505,000
OPERATIONS AND PW	PARK MAINTENANCE	1	98 SOUTH MAIN COMMUNITY CENTER	C0719	-	115,000
OPERATIONS AND PW	PARK MAINTENANCE	2	BROAD RIVER BASEBALL COMPLEX	C0658	-	2,000,000
OPERATIONS AND PW	PARK MAINTENANCE	3	CALF PASTURE BEACH	C0365	-	2,760,000
OPERATIONS AND PW	PARK MAINTENANCE	6	VEHICLES	C0486	-	373,000
OPERATIONS AND PW	PARK MAINTENANCE	7	PARK SIGNAGE	NEW	100,000	-
OPERATIONS AND PW	PARK MAINTENANCE	8	PARKS GARAGE REPAIRS	C0472	25,000	-
OPERATIONS AND PW	PARK MAINTENANCE	10	PARKS SUSTAINABILITY	C0684	50,000	-
OPERATIONS AND PW	PARK MAINTENANCE	11	SCHOOL & PARK PLAYGROUNDS	C0364	-	300,000
OPERATIONS AND PW	PARK MAINTENANCE	12	ATHLETIC FIELDS	C0771	50,000	-
OPERATIONS AND PW	PARK MAINTENANCE	13	PAVING SIDEWALK PROJECTS	C0588	50,000	-

City of Norwalk and NPS / Board of Ed			<i>*Exhibit B*</i>				<i>*FINAL*</i>
Final Approved FYE 2026 Capital Budget							
04/29/25 -- Version 8						FYE 2026	FYE 2026
printed: 4/30/2025 9:16						Funded by	Common Council
Division	SubDivision	Rank	ProjectName	Proj ID	Debt Premium	Approved 4/8/25	
OPERATIONS AND PW	PARK MAINTENANCE	14	BASKETBALL & TENNIS COURTS	C0321	50,000	-	
OPERATIONS AND PW	PARK MAINTENANCE	15	TREE PLANTING	C0830	50,000	-	
OPERATIONS AND PW	PARK MAINTENANCE	16	BACKSTOPS AND FENCING	C0131	60,000	-	
OPERATIONS AND PW	PARK MAINTENANCE	17	CRANBURY PARK	C0366	25,000	-	
	PARK MAINTENANCE Total				460,000	5,548,000	
OPERATIONS AND PW Total					695,000	30,693,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	1	ENHANCEMENT TO SCHOOL SECUIITY	C0537	-	327,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	2	LITERARY CURRICULUM	NEW	-	300,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	3	SCIENCE & SOCIAL STUDIES CURRICULUM	C0609	-	200,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	4	BAND /STRINGS INSTRUMENT REPLACEMENTS	C0685	-	300,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	5	INSTRUCTIONAL TECHNOLOGY	C0112	-	1,619,375	
BOARD OF EDUCATION	PUBLIC SCHOOL	6	REPLACEMENT OF MIDDLE SCHOOL LOCKERS	C0722	-	250,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	7	WEST ROCKS ROOF REPAIR	NEW	-	240,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	8	STUDENT TECHNOLOGY	NEW	-	922,510	
BOARD OF EDUCATION	PUBLIC SCHOOL	9	BOE ASBESTOS ABATEMENT PROGRAM	C0595	-	1,400,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	10	OIL TANK REPLACEMENT	C0789	-	250,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	11	AIR CONDITIONING PROGRAM	C0652	-	500,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	12	SCHOOL DISTRICT PAVING & ADA COMPLIANCE	C0516	-	400,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	13	CAPITAL REPAIRS AND REPLACEMENT	C0587	-	250,000	
	PUBLIC SCHOOL Total				-	6,958,885	
BOARD OF EDUCATION Total					-	6,958,885	
OPERATIONS AND PW	WPCA	1	COLLECTIONS SYSTEM REHABILITATION	C0361	-	7,600,000	
OPERATIONS AND PW	WPCA	3	WWTP REHABILITATION/IMPROVEMENT	C0791	-	10,000,000	
	WPCA Total				-	17,600,000	
WPCA Total					-	17,600,000	
PARKING AUTHORITY	PARKING AUTHORITY	P1	PARKING GARAGES	C0303	-	1,750,000	
	PARKING AUTHORITY Total				-	1,750,000	
PARKING AUTHORITY Total					-	1,750,000	
Grand Total					970,000	74,522,646	
			Less WPCA (Enterprise Fund)		-	(17,600,000)	
			Less Parking Auth (Enterprise Fund)		-	(1,750,000)	
			Total City and Board of Ed only		970,000	55,172,646	
			Total Board of Ed only		-	6,958,885	
			Total City only		970,000	48,213,761	

TO: Norwalk's Common Council, Finance & Claims Committee

FROM: Diana Paladino Christopher, Republican Registrar of Voters
Stuart W. Wells, III, Democratic Registrar of Voters

DATE: April 30, 2025

RE: New Voting Machines Leased From State of Connecticut

The State of Connecticut has purchased new Voting Machines (both Scanners and Tabulators) and has mandated that all municipalities in Connecticut lease the new Voting Machines from the State. The Connecticut legislature has provided approval for the rental payment for the new Voting Machines to be \$1.00 in total for an approximately 10-year lease. All responsibility for acquisition of the software to run the machines as well as the maintenance, service, repair and safe storage of the new Voting Machines rests with the City, as is currently the case for the existing voting machines. The Registrars of Voters are requesting that the Common Council approve the lease so they can take delivery of the new Voting Machines, and the appropriate employees may begin training on the new machines.

Authorize the Mayor, Harry W. Rilling, to execute an Electronic Voting Equipment Lease Agreement with the State of Connecticut for a lease term of approximately 10 years and a total lease cost of \$1.00.

Account No. 01-100-012-12100-0-5729

Memo

To: Public Safety and General Government Committee
From: Deputy Chief Melissa Lepore
CC:
Re: Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX Certifications and Assurances by the Chief Executive of the Applicant Government
Date: April 24, 2025

The Department of Justice has awarded the Norwalk Police Department (NPD) the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX. The DOJ requires a Certifications and Assurances by the Chief Executive of the Applicant Government to be fully executed as part of the acceptance and utilization of grant funding.

The initial BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX was awarded to NPD in December of 2024 and accepted and approved by Common Council at the January 14, 2025 meeting. The Certifications and Assurances by the Chief Executive of the Applicant Government had not been received at the time of grant award.

The Certification and Assurances form indicates the Norwalk Police Department will utilize funding in accordance with all stipulations as set forth within the grant's parameters and will maintain and report any and all such data, records, and information as required by the grant.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute the Certifications and Assurances by the Chief Executive of the Applicant Government as necessary to accept grant funding under Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

Pursuant to Department of Recreation and Parks Regulation § 1-9(6), the Director of the Recreation and Park Department submits the three regulations below for approval by the Common Council.

NOW, THEREFORE, BE IT RESOLVED THAT, BY THE COMMON COUNCIL OF THE CITY OF NORWALK APPROVE THE FOLLOWING:

1. Dogs shall be allowed off leash at Taylor Farm Park as long as the owner, keeper or person having charge of the dog is present and has it under command. The owner, keeper or person having charge of the dog must pick up after it.
2. Dogs shall be allowed at Oyster Shell Park only while on leash unless designated otherwise. Within Oyster Shell Park there shall be a designated enclosed area where dogs shall be allowed to run loose or roam off leash. After entering the enclosed area and closing the gate, the dog can be taken off leash and allowed to run loose or roam within the confines of the fenced in dog park as long as the owner, keeper or person having charge of the dog is present and has it under command. Dogs shall not be allowed on the playground at Oyster Shell Park. The owner, keeper or person having charge of the dog must pick up after it.
3. Dogs shall be allowed on the trails at Cranbury Park while on leash or under voice control so as to not unreasonably interfere with the enjoyment of the Park by others. Within the confines of the dog park at Cranbury Park, dogs can be taken off leash and allowed to run loose or roam within its confines as long as the owner, keeper or person having charge of the dog is present and has it under command. Dogs shall not be allowed on the Great Lawn, Playground, Tea Garden, Patios or Pavilion at Cranbury Park. The owner, keeper or person having charge of the dog must pick up after it.
4. Pursuant to Connecticut General Statutes § 22-357, all dog owners and/or keepers shall be liable for any and all damage or injury that their dog may cause or inflict. Further, if the dog owner and/or keeper is a minor, the parent or guardian of such minor shall be held liable for any such damage or injury.

This Resolution, adopted by the Common Council on January 14, 2025, shall take effect immediately upon enactment and shall remain in effect until or rescinded or modified.

D. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award# 15PBJA-24-GG-04596-JAGX.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award# 15PBJA-24-

GG- 04596-JAGX.

E. COMMUNITY SERVICES

1. CT Health Foundation Grant
 - a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the CT Health Foundation in the amount of \$100,000 for the period January 1, 2025 to December 31, 2025.
 - b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the CT Health Foundation grant for the period January 1, 2025 to December 31, 2025.

F. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Mayor, Harry W. Rilling, to execute a Final Guaranteed Maximum Price (GMP) Amendment Two to Newfield Construction Group, LLC's contract for the new Norwalk Community Recreation Center at 98 South Main Street for a total not to exceed \$4,645,770.00. Terms of the Agreement shall include the following:

Total Trade costs - \$3,570,686.00

CM Fixed Fees at 1.95% for \$264,260.00

CM Contingency at 1.5% for \$192,581.00 (balance revert to the City at project completion)

General Conditions fee - \$618,243.00 Funds are available from accounts:

134030 5796 ABL01 – ARPA funds -for Community Rec Center

140000 5796 ACMF3 – ARPA funds for 98 South Main Street Comm. Rec. Center

510000 5796 GGP02 – GGP funds for Comm. Rec. Center

09191340 5796 C0634 – GGP funds for Comm. Rec. Center

09256030 5777 C0719 – Capital Budget funds for 98 S. Main Comm. Center

Acct. TBD - 2025 Special Capital Budget Appropriation

09247100 5799 G0050 – State DECD

09247100 5779 G0050 - HUD

2. Authorize the Mayor, Harry W. Rilling, to execute a Guaranteed Maximum Price (GMP) Amendment to the Downes Construction Company, LLC's Construction Manager (CM) contract for the Cranbury Park/Gallaher Mansion Improvement Project for a total amount not to exceed \$4,173,342.00. Terms of the agreement shall include:

- Total Trade costs - \$3,298,884.00

- CM Fixed Fees at 2.5% for \$102,991.00

- CM Contingency at 3% for \$121,554.00 (balance revert to the City at project completion)

Memo

To: Public Safety and General Government Committee
From: Deputy Chief Melissa Lepore
CC:
Re: Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX
Date: December 17, 2024

The Department of Justice has awarded the Norwalk Police Department the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX. The grant award is in the amount of \$18047.00. The funding start date is October 1, 2023 and the end date is September 30, 2025.

The Norwalk Police Department will utilize JAG funds to pay overtime for increased patrols, improve safety and security, and reduce crime at multiple locations through out the city. Security initiatives and added police presence may be needed on any date and time, but may be focused on holidays, special events, or when police presence may be needed following critical incidents to help quell future fears of recurrence. JAG funds may also be used to purchase equipment necessary to assist police in protecting the public, conducting investigations, and improving citizen compliance with laws.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF NORWALK 125 EAST AVENUE
City, State and Zip:	NORWALK, CT 06851
Recipient UEI:	V7ZTXNBKJM9
Project Title: Protecting Norwalk: A Dynamic Approach to Public Safety	Award Number: 15PBJA-24-GG-04596-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$18,047.00	Federal Award Date: 12/4/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/25
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/25
Project Description: The City of Norwalk will use JAG funds to pay overtime to increase patrols, improve safety and security, and reduce crime at locations such as houses of worship, election sites, commerce hubs, transportation hubs, waterways, roadways, parks, housing complexes, and schools. Security initiatives and added police presence may be needed on any date and time, but will be focused on holidays and special events, during weekends and on dates and times when vehicular, vessel, and pedestrian traffic is elevated. Funds will be used for added police presence following a critical incident to help assuage fears of recurrence or further threats or acts of violence. JAG funds will also be used to purchase audio-visual-GPS-enabled monitoring equipment to be used in undercover and covert organized crime and narcotics investigations, as well as, two new laser devices for speed enforcement and a speed feedback sign.	

Award Letter

December 4, 2024

Dear Rita Nigri,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF NORWALK for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$18,047.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF NORWALK

UEI

V7ZTXNBNKJM9

Street 1

125 EAST AVENUE

Street 2

City

NORWALK

State/U.S. Territory

Connecticut

Zip/Postal Code

06851

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

12/4/24

Award Type

Initial

Award Number

15PBJA-24-GG-04596-JAGX

Supplement Number

00

Federal Award Amount

\$18,047.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

16.738

Assistance Listings Program Title

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY 24 Edward Byrne Memorial Justice

Application Number

GRANT14256361

Grant Manager

Kendrietta Leo

Phone Number

202-702-6985

E-mail Address

Kendrietta.Leo@usdoj.gov

Project Title

Protecting Norwalk: A Dynamic Approach to Public Safety

Performance Period Start**Date**

10/01/2023

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2025

Project Description

The City of Norwalk will use JAG funds to pay overtime to increase patrols, improve safety and security, and reduce crime at locations such as houses of worship, election sites, commerce hubs, transportation hubs, waterways, roadways, parks, housing complexes, and schools. Security initiatives and added police presence may be needed on any date and time, but will be focused on holidays and special events, during weekends and on dates and times when vehicular, vessel, and pedestrian traffic is elevated. Funds will be used for added police presence following a critical incident to help assuage fears of recurrence or further threats or acts of violence. JAG funds will also be used to purchase audio-visual-GPS-enabled monitoring equipment to be used in undercover and covert organized crime and narcotics investigations, as well as, two new laser devices for speed enforcement and a speed feedback sign.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited

English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and

incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2)

committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal

nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18**Restrictions and certifications regarding non-disclosure agreements and related matters**

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19**OJP Training Guiding Principles**

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain

specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to

acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of

Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur,

the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA

Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/> download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS

are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Acting Assistant Attorney General

Name of Approving Official
Brent J. Cohen

Signed Date And Time
12/1/24 4:03 PM

Authorized Representative

☐ no value
Harry W. Rilling

Entity Acceptance

Title of Authorized Entity Official

no value Mayor

Signed Date And Time

no value

Memo

To: Common Council and Public Safety and General Government Committee
From: Deputy Chief Melissa Lepore
CC:
Re: Department of Justice, Edward Byrne Memorial Justice Grant (JAG) purchase with Noncompetitive Procurement Justification Form with Motorola Solutions.
Date: April 24, 2025

The Department of Justice has awarded the Norwalk Police Department the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX. The grant and funds were accepted and approved by Common Council at the January 14, 2025, meeting (minutes attached).

In accordance with the grant award, The Norwalk Police Department may utilize JAG funds to pay overtime for increased patrols, improve safety and security, and reduce crime at multiple locations through-out the city. JAG funds may also be used to purchase equipment necessary to assist police in protecting the public, conducting investigations, and improving citizen compliance with laws.

The Norwalk Police Department is requesting the purchase of investigative equipment from Motorola Solutions along with a two-year subscription for technical support of the equipment by means of a noncompetitive procurement justification form. This equipment will allow NPD officers to work and coordinate efforts with the other state, interstate, and federal agencies. The justification behind the noncompetitive procurement is alignment of interfacing equipment with partner agencies for greater investigative security, functionality, efficiency, and safety to both officers and the public. The equipment comes with the two-year support subscription which is necessary for maintenance and upkeep. This subscription overlaps the timeframe of the grant award date and will be itemized on the invoice.

We are requesting the following authorization:

1. Authorize the Norwalk Police Department to utilize a Noncompetitive Procurement Justification Form with Motorola Solutions for the purchase of investigative equipment with a two-year support subscription. Funding is provided by the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX.

Pursuant to Department of Recreation and Parks Regulation § 1-9(6), the Director of the Recreation and Park Department submits the three regulations below for approval by the Common Council.

NOW, THEREFORE, BE IT RESOLVED THAT, BY THE COMMON COUNCIL OF THE CITY OF NORWALK APPROVE THE FOLLOWING:

1. Dogs shall be allowed off leash at Taylor Farm Park as long as the owner, keeper or person having charge of the dog is present and has it under command. The owner, keeper or person having charge of the dog must pick up after it.
2. Dogs shall be allowed at Oyster Shell Park only while on leash unless designated otherwise. Within Oyster Shell Park there shall be a designated enclosed area where dogs shall be allowed to run loose or roam off leash. After entering the enclosed area and closing the gate, the dog can be taken off leash and allowed to run loose or roam within the confines of the fenced in dog park as long as the owner, keeper or person having charge of the dog is present and has it under command. Dogs shall not be allowed on the playground at Oyster Shell Park. The owner, keeper or person having charge of the dog must pick up after it.
3. Dogs shall be allowed on the trails at Cranbury Park while on leash or under voice control so as to not unreasonably interfere with the enjoyment of the Park by others. Within the confines of the dog park at Cranbury Park, dogs can be taken off leash and allowed to run loose or roam within its confines as long as the owner, keeper or person having charge of the dog is present and has it under command. Dogs shall not be allowed on the Great Lawn, Playground, Tea Garden, Patios or Pavilion at Cranbury Park. The owner, keeper or person having charge of the dog must pick up after it.
4. Pursuant to Connecticut General Statutes § 22-357, all dog owners and/or keepers shall be liable for any and all damage or injury that their dog may cause or inflict. Further, if the dog owner and/or keeper is a minor, the parent or guardian of such minor shall be held liable for any such damage or injury.

This Resolution, adopted by the Common Council on January 14, 2025, shall take effect immediately upon enactment and shall remain in effect until or rescinded or modified.

D. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award# 15PBJA-24-GG-04596-JAGX.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award# 15PBJA-24-

GG- 04596-JAGX.

E. COMMUNITY SERVICES

1. CT Health Foundation Grant
 - a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the CT Health Foundation in the amount of \$100,000 for the period January 1, 2025 to December 31, 2025.
 - b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the CT Health Foundation grant for the period January 1, 2025 to December 31, 2025.

F. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Mayor, Harry W. Rilling, to execute a Final Guaranteed Maximum Price (GMP) Amendment Two to Newfield Construction Group, LLC's contract for the new Norwalk Community Recreation Center at 98 South Main Street for a total not to exceed \$4,645,770.00. Terms of the Agreement shall include the following:

Total Trade costs - \$3,570,686.00

CM Fixed Fees at 1.95% for \$264,260.00

CM Contingency at 1.5% for \$192,581.00 (balance revert to the City at project completion)

General Conditions fee - \$618,243.00 Funds are available from accounts:

134030 5796 ABL01 – ARPA funds -for Community Rec Center

140000 5796 ACMF3 – ARPA funds for 98 South Main Street Comm. Rec. Center

510000 5796 GGP02 – GGP funds for Comm. Rec. Center

09191340 5796 C0634 – GGP funds for Comm. Rec. Center

09256030 5777 C0719 – Capital Budget funds for 98 S. Main Comm. Center

Acct. TBD - 2025 Special Capital Budget Appropriation

09247100 5799 G0050 – State DECD

09247100 5779 G0050 - HUD

2. Authorize the Mayor, Harry W. Rilling, to execute a Guaranteed Maximum Price (GMP) Amendment to the Downes Construction Company, LLC's Construction Manager (CM) contract for the Cranbury Park/Gallaher Mansion Improvement Project for a total amount not to exceed \$4,173,342.00. Terms of the agreement shall include:

- Total Trade costs - \$3,298,884.00

- CM Fixed Fees at 2.5% for \$102,991.00

- CM Contingency at 3% for \$121,554.00 (balance revert to the City at project completion)

Memo

To:	Common Council and Public Safety and General Government Committee
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Second Amendment to the Recovery Network Programs, Inc memorandum of agreement with the City of Norwalk dated August 23, 2022
Date:	April 24, 2025

The City of Norwalk entered into a memorandum of agreement (MOA) dated August 23, 2022, with the Recovery Network Program (RNP) for embedded social workers within the Norwalk Police Department. The MOA establishes a collaborative relationship between RNP and the City in assisting with the growing need to have social service professional assistance for mental health, social work support and intervention services. The mission of RNP is to restore hope, health, and well-being for individuals and families in a recovery environment that embraces compassion, dignity, and respect.

This MOA provides two full-time social workers assigned directly to the police departments Behavioral Health Unit. RNP employees respond and assist to calls for service for appropriate mental health and non-violent substance related calls. RNP employees also conduct mental health assessments, coordinate care, referrals and assertive linkage for emotionally disturbed persons. RNP utilizes local community resources along with an extensive infrastructure of programs to assist in person in need of various treatments. They also conduct aftercare and follow-ups to ensure persons are stabilized, connected to care, thus reducing repetitive calls for service and successful quality of life improvements.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute a second amendment to the Memorandum of Agreement by and between Recovery Network of Programs, Inc. and City of Norwalk commencing on October 19, 2024 and ending June 30, 2025 in the amount of \$209,958 to be paid from account 013026-5258.

**FIRST AMENDMENT TO THE
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
RECOVERY NETWORK OF PROGRAMS, INC.
AND
CITY OF NORWALK**

THIS FIRST AMENDMENT, is made and entered into this 3rd day of October, 2023 (the "Effective Date"), by and between the **CITY OF NORWALK**, acting herein by Harry W. Rilling, its Mayor, duly authorized (hereinafter referred to as the "City"), and **RECOVERY OF NETWORK PROGRAMS, INC** (a/k/a Recovery Network Programs, Inc.), a Connecticut corporation having an office and place of business located at 2 Trap Falls Road, Suite 405, Shelton, CT 06484, acting herein by Jennifer Kolakowski, its CEO, duly authorized (hereinafter referred to as the "RNP")(The City and Engineer hereinafter referred to collectively as the "Parties" and each as "Party").

WHEREAS, the Parties entered into a written Memorandum of Agreement dated August 23, 2022 (the "Original Agreement");

WHEREAS, pursuant to Section 4 of the Agreement, the City agreed to reimburse RNP the funding for one full-time and part-time social worker for one year in the amount of \$207,752;

WHEREAS, the one year period commenced on October 19, 2022;

WHEREAS, RNP agreed to increase the allocation of social workers from one full-time and one part-time social worker to two full-time social workers for one year, and the City agreed to increase the reimbursement to RNP for the funding of said two full-time social workers to \$248,748;

NOW, THEREFORE, in consideration of the mutual covenants and understandings herein contained, the parties hereby amend the Original as follows:

A. Definitions. Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Original Agreement.

B. Amendment to the Original Agreement. As of the Effective Date, the Original Agreement is hereby amended or modified as follows:

1. Section 4 of the Original Agreement shall now be Section 4.a.
2. The following Section 4.b. shall be added to the Original Agreement.

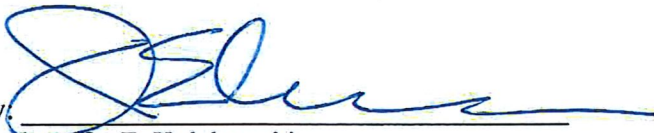
The NPD will be responsible to provide/reimburse RNP the funding for two full-time social workers for a period of one year commencing on October 19, 2023 and ending October 18, 2024 (the "Second Term Year") in amount

of \$248,748 (the "Second Term Year Reimbursement"). The NPD will outline the manner in which RNP receives payment.

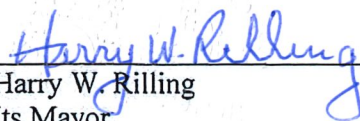
C. Except as expressly provided in this First Amendment, all of the terms and provisions of the Original Agreement, as previously amended, are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Original Agreement, as previously amended, or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date of this Amendment, each reference in the Original Agreement to "the Memorandum of Understanding," "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import and each reference to the Original Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Original Agreement will be a reference to the Original Agreement as previously and herein amended.

D. Electronic Signature. This First Amendment may be executed and delivered via facsimile or electronic mail by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

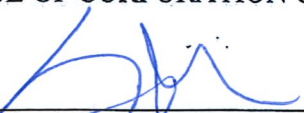
RECOVERY NETWORK OF PROGRAMS, INC.

By: 
Jennifer E. Kolakowski
Its Chief Executive Officer,
Duly Authorized

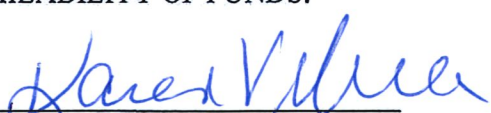
CITY OF NORWALK

By: 
Harry W. Rilling
Its Mayor,
Duly Authorized

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: 
Darin L. Callahan
Assistant Corporation Counsel

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: 
Comptroller/Deputy Comptroller

Memorandum of Agreement
Between
Recovery Network of Programs, Inc.
and
City of Norwalk

This Memorandum of Agreement (MOA) sets forth the terms and understanding between Recovery Network of Programs, Inc. (RNP) and the City of Norwalk (the City) Connecticut in establishing the Community Response Initiative (CRI),

1. Background

RNP, a non-profit, social service agency has been serving Connecticut communities for fifty-years. The mission of RNP is to restore hope, health and well-being for individuals and families in a recovery environment that embraces compassion, dignity and respect. RNP prioritizes the dignity of each of its employees and each person served, maintaining the highest standards of care among and within its extensive continuum of care of twenty-four programs.

The Norwalk Police Department (NPD) is the sole, full-time law enforcement agency responsible for public safety in the City. NPD consists of several different units, all falling within four police districts. NPD is firmly committed to a collaborative, cooperative, and interactive policing philosophy.

As a result of a shared commitment to cooperation, RNP and the City will implement a collaboration, such that RNP will provide social work support and intervention services to support the work of NPD.

2. Purpose

This Memorandum of Agreement (MOA) will establish a collaborative relationship between RNP and the City. This collaboration will place one full-time and one -time RNP employee social worker in the NPD. This collaboration will help with the NPD's growing need to have a social service professional assist with mental health calls as well as other social service calls as deemed appropriate by NPD.

3. Roles and Responsibilities

By executing this MOA, RNP and the City agree that:

1. RNP will provide one (1) full-time and one (1) part-time social worker that will work hours to be determine between the NPD and RNP with the flexibility to work evening and weekend hours at the discretion of the NPD as program needs evolve.
2. The RNP social worker, when safe and feasible as determined by and at the sole discretion of the NPD, will respond with the NPD in real time to assist on scene for appropriate mental health and non-violent substance related calls.
3. RNP will provide the social worker with the technology necessary to execute their responsibilities efficiently and effectively (laptop, cellphone, etc.).
4. NPD will provide RNP social worker with private office space and access to desk, printer, copier, etc.

5. The RNP social worker will conduct mental health assessments and coordinate care, referrals and assertive linkage for Emotionally Disturbed Persons (EDP) with guidance from the NPD's Behavioral Health Unit CBW).
6. The RNP social worker will use local community resources along with RNP's extensive infrastructure of programs to assist in the treatment of the EDP or non-violent substance dependent persons.
7. The RNP social worker, with the NPD's support, will work collaboratively to assist and provide the highest quality of care to the EDP or non-violent substance dependent persons.
8. RNP social worker will follow up on all EDP referrals/calls which occur beyond scheduled work hours within 24hrs of incident/referral.
9. RNP, its social workers, employees and agents shall comply with the terms of the HIPAA Business Associate Addendum attached hereto and hereby made a part hereof as if fully set forth herein.
10. RNP will conduct aftercare and follow-up to ensure that the EDP has been stabilized, connected to care, reducing repetitive calls.
11. The NPD may provide RNP social worker with police radio and other related equipment as deemed necessary.
12. RNP will provide training and supervision on an on-going basis to RNP social worker and the NPD to ensure excellent communication and the success of the CRI program.
13. The NPD will provide RNP with designated training blocks to educate current law enforcement officers and recruits on the use/purpose of the social worker and issues related to mental health and substance use disorders.
14. Subject to the I-IIPAA Business Associate Addendum attached hereto, RNP and NPD will collect comprehensive data to evaluate and demonstrate success and areas of improvement of the CRI program. RNP will provide monthly data and quarterly reports on agreed upon data points.
15. RNP and NPD leadership will meet regularly to evaluate and discuss the progress and data of the CRI program.
16. The NPD will provide access to its data system, to the extent permissible as determined by the NPD in its sole discretion, to allow RNP to properly document and accurately report all data that is needed for the CRI program.
17. When applicable, RNP and the NPD will collaboratively seek additional funding (grants etc.) to expand the CRI program and/or other programs related too behavioral or substance abuse.
18. RNP shall be responsible for compliance with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, charters, statutes, policies and procedures related to its Roles and Responsibilities related to this MOA.
19. RNP shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this MOA, settlement of claims, or any other matter pertaining to RNP's demand for compensation by the City for a period of not less than three
(3) years from the date of the final payment for services performed under this MOA.

4. Funding

The NPD will be responsible to provide/reimburse RNP the funding for one full-time and one part-time social worker for one year in the amount of \$ 207,752. The NPD will outline the manner in which RNP receives payment.

5. Duration

This MOA can be modified by mutual consent of authorized officials from RNP and NPD. This MOA shall become effective upon signature by authorized officials from RNP and NPD and will remain in effect until modified or terminated by any one of the partners by mutual consent.

6. Capacity/Independent Contractor

RNP is acting as an independent contractor and is not an employee of the City. This MOA is for services only and does not create a partnership or joint venture between RNP and the City. The City shall not be required to pay, or make any contribution to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for RNP during the Term of this MOA. RNP is responsible for paying, and complying with reporting requirements for, all state, local, and federal taxes related to payments made to RNP pursuant to this MOA.

7. Relationship of social workers to the City and NPD

The social workers shall be considered employees or agents of RNP and not employees or agents of the City or the NPD. The social workers shall not be eligible for any employee benefits of the City or the NPD.

8. No Exclusive Right to Work

Nothing contained herein shall grant RNP an exclusive right to perform the Roles and Responsibilities. The City may enter into similar agreements with other consultants at its sole discretion on an as needed basis.

9. Indemnification

RNP shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims, including claims by RNP's client(s), for loss, cost, damage, liability, and/or injury to or death of a person, including the social workers, agents and employees of RNP, or loss of or damage to property, resulting directly or indirectly from RNP's or RNP's social workers', officers', agents' or employees' negligent performance pursuant to this MOA, or by any negligent omission to perform some duty imposed by law or this MOA upon RNP, its social workers, officers, agents or employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this MOA, and shall survive the termination of this MOA.

10. Insurance

RNP, at its sole expense, shall maintain for the entire Term of this MOA, including any extensions, insurance coverages as set forth in the City Insurance Requirements attached hereto as Exhibit A. RNP shall provide proof of insurance prior to performing any services under this agreement.

11. No Consequential Damages

RNP hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

12. No Assignment or Subcontracting

RNP shall not assign, transfer or subcontract any portion of its Roles and Responsibilities without the prior written approval of the City.

13. Termination

A. **TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES.** If, through any cause, RNP shall fail to fulfill, in a timely and proper manner, its obligations under this MOA, or if RNP shall violate any laws or any of the covenants, agreements, or stipulations of this MOA, the City shall thereupon have the right to terminate this MOA for cause by giving written notice to RNP of such termination and specifying the effective date thereof. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by RNP pursuant to its performance under this MOA shall, at the option of the City, become the City's property. RNP shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. RNP shall not be responsible for any claims resulting from the City's use of the documents on another project or changes made to the documents without the RNP's express written permission.

The term "cause" includes, without limitation the following:

- 1) If RNP furnished any statement, representation, warranty or certification in connection with this MOA, which is materially false, deceptive, incorrect, or incomplete;
- 2) If RNP fails to perform to the City's satisfaction any material requirement of this MOA or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If the City reasonably determines that satisfactory performance of this MOA is substantially endangered or can reasonably anticipate such an occurrence or default.

Should the City terminate this MOA for cause, RNA shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this MOA by RNA and the City may withhold any payment to RNA for the purposes of setoff until such time as the exact amount of damages due the City from RNA is determined. Further, if applicable, the City shall have the right to:

- 1) Complete the Roles and Responsibilities, or any part thereof, either by itself or by other consultants, at the expense of RNP;
- 2) Purchase the products or services that are the subject of this MOA elsewhere and hold RNP responsible for any increase in cost;
- 3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or
- 4) Disqualify RNP from bidding on, submitting proposals for, or being awarded any City contract for a period not to exceed two (2) years from the date of such termination.

B. **TERMINATION FOR CONVENIENCE.** The City may terminate this MOA at any time the City determines that the purposes of the distribution of monies under the MOA would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to RNP and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Subsection A shall, at the option of the City, become property of the City. If this MOA is terminated by the City as provided herein, RNA shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of RNA pursuant to the terms of this MOA, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of this MOA.

14. Claims for Damages

Should either party to this MOA suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

15. Dispute Resolution

A. **EXECUTIVE MEETING.** The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this MOA ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located unless another location is mutually agreed upon.

B. **MEDIATION.** Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this MOA. A request for mediation shall be made in writing, delivered to the other party to this MOA, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. **ARBITRATION.** Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of the City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this MOA. A demand for arbitration shall be made in writing, delivered to the other party to this MOA, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered, or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. **PERFORMANCE DURING DISPUTE.** Unless otherwise directed by the City, RNP shall continue performance under this MOA while matters in dispute are being resolved.

16. Confidentiality

During and after the Term of this MOA, RNP, including, without limitation, its social workers, employees, agents, servants and representatives, shall not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity of any reason or purpose whatsoever, or use or cause to be used in any manner adverse to the interest of the City or the NPD, any financial, administrative or other confidential business information, except as require by law.

17. Setoff of Property Taxes Owed to the City

Pursuant to the City Code of Ordinances Section 23-18. 4. 1 and Section 12-146b of the Connecticut General Statutes, as amended, RNP hereby acknowledges that the City shall have the right to set-off or withhold any payment, or portion thereof, due to RNP pursuant to this MOA if any taxes levied by the City against any property, both real and personal, owned by RNP are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from RNP pursuant to this section shall be applied to RNP's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding.

18. Gifts

During the Term of this MOA, including any extensions, RNP shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City or the Norwalk Public Schools or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to RNP shall include its members, officers, directors, employees, and owners of more than 5% equity in RNP.

19. City of Norwalk Code of Ethics

RNP is prohibited from using its status as a consultant to the City to derive any interest(s) or benefit(s) from other individuals or organizations and RNP shall comply with the prohibitions set forth in the Norwalk Municipal Code of Ethics as codified in Chapter 19 of the City Code of Ordinances

20. Morals Clause

Neither RNP nor RNP's social worker shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the City. If either RNP or RNP's social worker is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the City or either RNP or RNP's social worker is accused of performing or committing any act which could adversely impact RNP's events, programs, services, or reputation, the City shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period RNP may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole discretion.

21. Non-Appropriation

RNP acknowledges that the City is a municipal corporation, that the City's obligation to make payments under this MOA is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes for each budget year in which the MOA is in effect.

22. Governing Law

The parties deem this MOA to have been made in the City, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the MOA to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any complaint shall be made returnable to the Judicial District of Stamford, at Norwalk, only or shall be brought in the United States District Court for the District of Connecticut only and shall not be transferred to any other court. RNP hereby waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

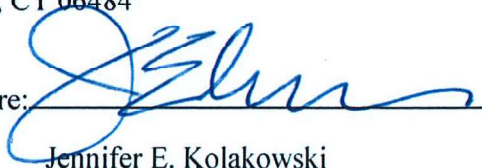
23. Counterparts

This MOA may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one MOA. Any signature on a copy of this MOA or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this MOA.

DULY SIGNED:

Recovery Network of Programs, Inc.
Jennifer E. Kolakowski
Chief Executive Officer
2 Trap Falls Road, Suite 405
Shelton, CT 06484

Signature: _____



Jennifer E. Kolakowski

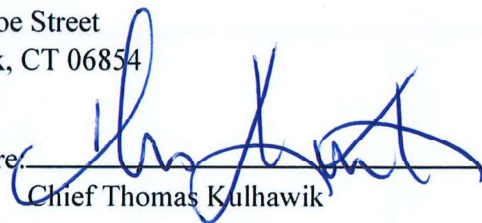
8/9/22

Date:

DULY SIGNED:

Norwalk Police Department
Chief Thomas Kulhawik
Chief of Police
1 Monroe Street
Norwalk, CT 06854

Signature: _____



Chief Thomas Kulhawik

8.9.2022

Date:

HWAA BUSINESS ASSOCIATE ADDENDUM

Pursuant to the Memorandum of Agreement (the "MOA") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, RNP (herein the "Business Associate") may perform functions or activities involving the use and/or disclosure of Protected Health Information ("PHI") on behalf of the City (herein the "Covered Entity"), and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions:

A. Introduction. Covered Entity will make available and/or transfer to Business Associate certain information that is confidential and must be afforded special treatment and protection so Business Associate may perform services for Covered Entity pursuant to the MOA. Business Associate agrees that such information shall constitute Protected Health Information and can be Used or Disclosed only in accordance with this Addendum and the collection of federal laws, rules and regulations, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 1936 (codified in scattered sections of 29 U. S. C. and 42 U. S. C.) ("HIPAA") Privacy Rule and Security Rule, the Health Information Technology for Economic and Clinical Health Act, 42 U. S. C. "17921-17954 ("HITECH Act"), the Omnibus HIPAA Final Rule (78 Fed. Reg. 5566 (Jan. 25, 2013) (to be codified in scattered sections of 45 C. F. R. Parts 160 and 164)) ("Omnibus Rule") (collectively these federal rules are referred to collectively in this Addendum as the "I-IIPAA Rules") and applicable state and federal laws, rules and regulations regarding the privacy, confidentiality and security of specific types of health information. RNP is a "Business Associate" under the Privacy and Security Rules with respect to its role as a provider of a social worker for the City's NPD and performs certain administrative services for or on behalf of Covered Entity which involves access to and the disclosure of Protected Health Information.

B. Definitions. For the purposes of this Addendum, the following terms shall have the following meaning:

1. "1--11TECH Act" means the Health Information Technology for Economic and Clinical Health Act, as enacted in the American Recovery and Reinvestment Act of 2009, 42 U. S. C. "17921-17954. All references to the "HITECH Act" in this Addendum shall be deemed to include the Omnibus Rule.

2. "Privacy Rule" means the HIPAA Standards for Privacy of Individually Identifiable Health Information at 45 C. F. R. Parts 160 and 164, Subparts A and E as amended, clarified and supplemented from time to time. All references to the "Privacy Rule" in this Addendum shall be deemed to include the Omnibus Rule.

3. "Security Rule" means the HIPAA Security Standards for the Protection of Electronic Protected Health Information at 45 C. F. R. Part 160 and Part 164, Subparts A and C as amended, clarified and supplemented from time-to-time. All references to the "Privacy Rule" in this Addendum shall be deemed to include the Omnibus Rule.

4. "Standard Transactions Rule" means the HIPAA Standards for Electronic Transactions at 45 C. F. R. Pans 160 and 162.

5. The following terms used in this Addendum shall have the same meaning ascribed to them in the HIPAA Rules: Access, Breach, Business Associate, Data Aggregation, Designated Record Set, Disclosure,

Health Care Operations, Electronic Protected Health Information ("Electronic PHI"), Genetic Information,

Individual, Individually Identifiable Health Information, Marketing, Minimum Necessary, Notice of Privacy Practices, Personal Health Records, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Business Associate, Unsecured Protected Health Information ("Unsecured PHI"), Use, Payment and Treatment. For purposes of this Addendum, unless otherwise specified, all obligations of Business Associate relating to PHI also shall apply to Electronic PHI.

c. Nature of Use and Disclosure of Information. Business Associate shall be permitted to Use and/or Disclose PHI provided or made available from Covered Entity solely to provide the services set forth in the MOA and as specifically set forth in this Section C. Business Associate shall not Use or Disclose the PHI provided or made available by Covered Entity for any purpose other than as: (1) expressly permitted by this Addendum or the MOA; (2) as Required By Law; (3) permitted with Covered Entity's prior written consent; (4) necessary to Business Associate's employees, agents or representatives who need to know such PHI for the purposes set forth in the MOA; (5) to carry out Business Associate's legal responsibilities; or (6) for Data Aggregation for Covered Entity's operations purposes. Furthermore, Business Associate may not Use or Disclose PHI in a manner that would violate 45 C. F. R. Part 164, Subpart E if done by Covered Entity.

D. Business Associate's Obligations.

1. Limits On Use And Disclosure. Business Associate agrees that the PHI provided or made available by Covered Entity shall not be Used or Disclosed other than as specifically set forth in Section C of this Addendum.

2. Appropriate Safeguards. Business Associate shall establish and maintain appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of PHI and Electronic PHI and to prevent any use or disclosure of the PHI other than as provided in Section C of this Addendum.

3. Compliance with Security Rule. Business Associate shall comply with the Security Rule. Upon request by Covered Entity and not more than once annually, Business Associate shall provide Covered Entity with electronic or paper copies of its policies and procedures evidencing its compliance with the Security Rule.

4. Breach Reports. Following completion of its internal investigation, Business Associate shall report to Covered Entity, any of the following events (collectively referred to in this paragraph as "Breach"): (a) any Use or Disclosure of PHI not permitted under by Section C of this Addendum or permitted by law; (b) any Security Incident as defined in 45 C. F. R. S 164. 304; (c) any "breach of the security of the system" as defined in New York General Business Law Section 899-aa(1)(c); and (d) any Breach of Unsecured PHI as defined at 42 U. S. C. "17921 and 17932(h) and 45 C. F. R. 5164. 402. Business Associate's written report shall:

- (i) identify the nature of the non-permitted Access, Use or Disclosure, including the date of the Breach and the date of discovery of the Breach;
- (ii) identify the PHI Accessed, Used or Disclosed as part of the Breach;
- (iii) upon request, assist Covered Entity in the performance of a risk assessment concerning the Breach;

- (iv) identify what corrective action Business Associate took or will take to prevent further nonpermitted Access, Use or Disclosure;
- (v) identify what Business Associate did or will do to mitigate any harmful effect(s) of the nonpermitted Access, Use or Disclosure;
- (vi) provide such other information as Covered Entity may require to supplement Business Associate's written report;
- (vii) cooperate with Covered Entity in its efforts to mitigate the Breach and comply with the HIPAA Rules and any applicable state breach notification rules; and

(viii) provide such other information as may be required pursuant to subsequently issued regulations issued under the HIPAA Rules.

5. Right of Access to Information & Amendments. If Covered Entity provides Business Associate with PHI that is part of a Designated Record Set, within fifteen (15) days of Covered Entity's request, Business Associate agrees: (a) to provide access to such PHI to Covered Entity or, when directed by Covered Entity, to an Individual in order for Covered Entity to meet the access to information provisions of the Privacy Rule, including providing access to PHI in electronic form (if readily producible) under 45 C. F. R. S 164. 524 (c)(2) and (b) to make any amendments(s) to such PHI.

6. Providing Accounting. Under the Privacy Rule, Covered Entity must provide Individuals an accounting of certain Disclosures of their PHI for a reason other than Treatment, Payment and Health Care Operations. To assist Covered Entity in providing this information to Individuals, Business Associate agrees to document Disclosures of PHI and information related to such Disclosures for reasons other than Treatment, Payment and Health Care Operations during the Term of the MOA to enable Covered Entity to respond to an Individual's request for an accounting of disclosures of PHI and make available such information to Covered Entity within ten days of Covered Entity's request for the information. If Business Associate (or its agents or subcontractors, if applicable) receives a request for an accounting of disclosures directly from an Individual, Business Associate shall forward such request to Covered Entity within fifteen (15) days of receipt. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.

7. Audits by the Secretary. Business Associate agrees: (a) to make its internal practices, books and records relating to the Use or Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules; (b) to cooperate fully with Covered Entity when responding to such regulatory audits and investigations; and (c) to concurrently provide Covered Entity with copies of the information it provides to the Secretary.

8. Additional Business Associate(s). Business Associate shall enter into a written agreement to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such PHI. If the agreement entered into between Business Associate and its subcontractors(s) permits additional subcontracting, Business Associate shall ensure that its subcontractor requires its subcontractors to agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such PHI.

9. Minimum Necessary. Business Associate warrants, on its behalf and on behalf of its subcontractors, if any, that it will only request and use the minimum amount of PHI necessary to perform the stated purpose(s) of the MOA as set forth in Section C of this Addendum.

E. Additional Business Associate Obligations.

1. Mitigation Procedures. Business Associate shall mitigate to the maximum extent, any harmful effect(s) arising out of or from the intentional or inadvertent Use or Disclosure of PHI that is or could be contrary to this Addendum, the HIPAA Rules or that could damage third parties.

2. Sanctions. Business Associate shall develop, implement and maintain sanction procedures for any employee, subcontractor agent who violates the terms of this Addendum or the HIPAA Rules. Such sanction procedures shall be made available to Covered Entity within fifteen (15) days of its reasonable request during the term of the MOA or with fifteen (15) days of Covered Entity's request in the event of a Breach as set forth in Section D (4) of this Addendum.

3. Indemnification. The indemnification provisions of the MOA shall apply to any breach of this Addendum.

4. Property Rights. The PHI shall be and remain the property of Covered Entity. Neither Business Associate nor its subcontractor(s), if any, shall acquire title or rights to the PHI, excluding any de-identified information, as a result of this Addendum or the MOA, unless such PHI also includes proprietary information of Business Associate.

5. Response to Government Authorities. Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a governmental or administrative subpoena(s) or any informal request(s) from a governmental entity relating in any way to the PHI provided pursuant to this Addendum and allow Covered Entity to seek a protective order or otherwise challenge the subpoena or request before responding thereto.

6. No Sale of PHI. Business Associate shall not directly or indirectly receive financial or in-kind remuneration in exchange for any PHI in compliance with 45 C. F. R. 164. 502(a)(5)(ii).

7. Marketing. Business Associate shall not make or cause to be made any marketing communications about its products or services that is prohibited by 42 U. S. C. 17936(a) or 45 C. F. R. S 164. 508(a)(3).

8. Fundraising. Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 45 C. F. R. 164. 514(f).

9. Restriction Requests. If applicable, Business Associate shall abide by any restriction request agreed to by Covered Entity under 45 C. F. R. 164. 522(a) within fifteen (15) business days of receiving notice of such by Covered Entity.

10. Confidential Communications. If applicable, Business Associate shall abide by any confidential communication requirements that Covered Entity is subject to under 45 C. F. R. 164. 522(b) within fifteen (15) business days of receiving notice of such by Covered Entity.

11. Genetic Information. If applicable, Business Associate shall not Use or Disclose PHI that is Genetic Information for underwriting purposes, as defined at 45 C. F. R. S 164. 502(a)(5), conducted on behalf of Covered Entity.

12. No Offshoring of PHI. Neither Business Associate nor its subcontractor(s), if any, shall provide the services contemplated under the MOA or Access, Use and Disclose any PHI outside of

{00109993.DOCX 1}}

the Continental United States unless Covered Entity provides its express written consent, which may be unreasonably withheld.

13. Audits, Inspection and Enforcement. Within fifteen (15) days of a written request by Covered Entity, Business Associate and its agents or subcontractors, if any, shall allow Covered Entity to conduct a reasonable inspection of its facilities, systems, books, records, agreements, policies and procedures relating to the Use or Disclosure of PHI and the implementation of appropriate security safeguards pursuant to this Addendum for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that: (a) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (b) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; (c) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate; and (d) such inspection shall not occur more than once annually or, in the event of a Breach described in Section D (4) of this Addendum, within thirty days of the Breach in question. The fact that Covered Entity inspects, or fails to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does Covered Entity's: (i) failure to detect; or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Addendum.

14. Standard Transactions. If Business Associate conducts in whole or in part Standard Transactions for or on behalf of Covered Entity, Business Associate shall comply with the Standard Transaction Rule.

15. De-Identified Information. Business Associate may store, analyze, access and use components of PHI that have been de-identified in accordance with 45 C. F. R. S 164. 514 and that do not contain any PHI or Individually Identifiable Health Information, provided that any such use is consistent with applicable law.

F. Disclosure of PHI to Covered Entity. Covered Entity makes the following representations to Business Associate:

1. Certification and Adequate Separation. Covered Entity hereby certifies that it:

- (i) will use and disclose PHI it receives from Business Associate only to perform the its administrative functions;
- (ii) has implemented procedures to provide for adequate separation between employees of Covered Entity who have access to PHI received from Business Associate to perform its administrative functions and all other employees of Covered Entity;
- (iii) has safeguards in place, and satisfies all other requirements under law with respect to any PHI and Electronic PHI it receives from Business Associate; and
- (iv) will take all other action necessary to comply and continue to comply with the Privacy and Security Rules or the HITECH Act which are necessary to permit Business Associate to disclose PHI to Covered Entity consistent with this Addendum.

2. Additional Representations.

{00109993.DOCX 1}}

(i) Covered Entity will notify Business Associate immediately if any of its representations in this Section are no longer true.

(ii) Covered Entity will not request PHI from Business Associate, or request Business Associate to use or disclose PHI, beyond what is minimally necessary to accomplish the intended purpose or in any other manner not permitted under the MOA, this Addendum, the Privacy and Security Rules or the HITECH Act.

3. Minimum Necessary Disclosure. Except in the case of disclosure of PHI to Covered Entity pursuant to a HIPAA-compliant authorization, Business Associate will make reasonable efforts to insure that the amount of PÆ disclosed to Covered Entity in accordance with this Section will be the minimum amount

of

necessary to accomplish the intended purpose, as required, but subject to the exceptions provided under 45 CFR S 164. 502(b).

G. Term and Termination.

1. Term. This Addendum shall become effective on the Effective Date of the MOA and shall continue until terminated by Covered Entity or the MOA expires or is terminated. In addition, certain provisions and requirements of this Addendum shall survive its expiration or other termination of this Addendum as noted herein.

2. Material Breach. A breach by Business Associate of any material provision of this Addendum, as determined by Covered Entity, shall constitute a material breach and shall provide grounds for immediate termination of the MOA by Covered Entity.

3. Reasonable Steps to Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the HIPAA Rules or the provisions of this Addendum and does not terminate the Addendum, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either: (a) terminate this Addendum and the MOA, if feasible; or (b) if termination of this Addendum and the MOA is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary. The obligations set forth in this Section are reciprocal and shall apply to Business Associate if it knows of a pattern of activity or practice of Covered Entity that constitutes a violation of Covered Entity's obligations under the HIPAA Rules and Business Associate shall cause this obligation to apply to its subcontractors, if permitted under the MOA.

4. Judicial or Administrative Proceedings. Either party may terminate this Addendum and the MOA, effective immediately, if: (a) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or applicable state law; or (b) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or applicable state laws is made in any administrative or civil proceeding in which the party has been named.

5. Effect of Termination. Upon termination of this Addendum for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or subcontractors, if any, still maintain in any form and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections C, D and E of this Addendum to such PHI, limit further Use of such PHI to those purposes that make the return or destruction of such PHI infeasible and retain such PHI for six years from the date this Addendum terminates. If Business Associate elects to destroy the PHI, Business Associate shall cause one of its authorized corporate officers to certify in writing to Covered Entity that such PHI has been destroyed. This provision shall survive the termination of this Addendum for any reason.

H. Miscellaneous.

1. Amendments. Any amendment to this Addendum needed to comply with the HIPAA Rules, shall be adopted automatically, without need for the parties' signatures, and deemed incorporated into this Addendum as of the compliance date of the applicable HIPAA Rules.

2. Ambiguity. Any ambiguities in this Addendum or its defined terms shall be resolved in favor of a meaning that promotes the parties' compliance with the HIPAA Rules.

3. Survival. The confidentiality and security obligations hereunder are perpetual and shall survive the termination of the MOA or this Addendum for any reason.

of

4. Disclaimer. Each party is solely responsible for all decisions it makes regarding the Use, Disclosure and safeguarding of PI--II.

5. No Agency. The parties agree and acknowledge that Business Associate is an independent contractor, and it is not the intention of either party, whether expressed or implied, to create an agency relationship under the Federal Common Law of Agency.

VAPE SHOPS

Article I. General Provisions.

§ ____-1. Purpose.

The use of e-cigarettes, or vaping poses serious health risks to the public beyond the effects of tobacco consumption, especially to the City's youth. It is hereby resolved that Retailers that sell Vape Products in the City of Norwalk are affecting the public health, safety, and general welfare, and as such necessitate regulation and control.

§ ____-2. Definitions.

For the purposes of this Chapter, the following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

APPLICANT

Any person, firm, corporation, or other entity that files an application under this Chapter as a Retailer.

BOARD OF HEALTH

The Board of Health of the City of Norwalk.

CHIEF OF POLICE

The Chief of Police of the City of Norwalk, or their designee.

CITY CLERK

The City Clerk of the City of Norwalk, or their designee.

DIRECTOR OF HEALTH

The Director of Health of the City of Norwalk, or their designee.

RETAILER

Any person, firm, corporation, or other entity that owns, operates, or manages any place at which Vape Products are sold. Retailer also includes any person, firm, corporation, or other entity that is required to secure a dealer's license under Connecticut General Statutes §12-287, as amended from time to time.

SALE, SELL, OR SOLD

Selling, giving, bartering, exchanging, delivering, or otherwise distributing tobacco products or Vape Products, unless the person is delivering or accepting delivery in such person's capacity as a Salesperson. Sale or Sell also includes offer to sell, barter, or exchange.

SALESPERSON

Any person who Sells Vape Products for a Retailer.

VAPE PRODUCTS

Any product that employs a heating element, power source, electronic circuit or other electronic, chemical or mechanical means, regardless of shape or size, to produce a vapor that may include nicotine or cannabis and is inhaled by the user of such product. Vape Product does not include a medicinal or therapeutic product that is (A) used by a licensed health care provider to treat a patient in a health care setting, (B) used by a patient, as prescribed or directed by a licensed health care provider in any setting, or (C) a drug or device, as defined in the federal law, as amended from time to time.

Article II. License to Sell Vape Products.

§ ____-3. License Required.

It shall be unlawful for any person, firm, corporation, or other entity to sell Vape Products in the City of Norwalk without first having obtained a license to do so from the City Clerk.

§ ____-4. Filing of Application; Filing Fee.

Each Applicant for a license to sell Vape Products shall file an application with the City Clerk and shall pay a filing fee in an amount set by the City Clerk and approved by the Common Council. Such fee is due and payable at the time of application and is not refundable.

§ ____-5. Contents of Application; Information Required.

The application for a license to sell Vape Products shall (a) be in a form prescribed by the City Clerk, (b) be signed and sworn by the Applicant, and (c) include the following information:

- A. If the Applicant is a natural person, then they shall provide their name, residential address, business address and date of birth. If the Applicant is not a natural person, then it shall provide the names, residential addresses, business addresses and date of birth of each shareholder, director, officer, member, or partner of the Applicant,
- B. If the Applicant is a natural person, then they shall provide two portrait photographs of themselves, at least two inches by two inches, and a complete set of their fingerprints. If the

Applicant is not a natural person, the Application shall include two portrait photographs and a complete set of fingerprints of each shareholder, director, officer, member, or partner of the Applicant. Said fingerprints shall be taken by the Chief of Police, who shall also conduct a criminal background check.

- C. If the Applicant is a natural person, then they shall provide a list of all criminal convictions, except minor traffic violations. If the Applicant is not a natural person, then it shall provide a list of all criminal convictions, except for minor traffic violations, of each shareholder, director, officer, member, or partner of the Applicant.
- D. The location of the establishment where Vape Products are to be Sold.
- E. Plans for the physical layout of the establishment.
- F. A list of the type of Vape Products to be Sold.
- G. Copies of all required certificates, permits and licenses, showing proper compliance with all applicable rules, regulations, ordinances, and statutes, including zoning, building and health laws and regulations.
- H. A written statement that the Applicant has or will provide training to all the Applicant's Salespersons on the Sale of Vape Products, including: (1) that the Sale of Vape Products to a person under the age of 21 years of age is illegal, (2) what proof of age is legally acceptable, and (3) that a Sale to a person under 21 years of age can subject the Retailer to a monetary fine and suspension of the license to sell Vape Products.
- I. Such other information the City Clerk shall deem necessary to determine whether the Applicant is eligible for a license under this Chapter.

§ ____-6. Application; Notification of Denial.

Applications for licenses to sell Vape Products shall be submitted to the City Clerk not less than 60 days after the effective date of this Chapter for an existing establishment or for the opening of a new establishment. A copy of the application shall be simultaneously submitted to the Chief of Police and the Town Clerk. Any license issued under this Chapter shall be valid until the next renewal date unless suspended or revoked. Upon denial of an application, the City Clerk shall notify the Applicant in writing not less than 30 days after receipt. The denial shall include the facts and specific sections of this Chapter upon which the determination was made. Notification shall be sent by certified mail to the Applicant's residence or place of business. Said notification shall be deemed complete seven days following the date of mailing.

§ ____-7. Issuance of License.

- A. The City Clerk shall issue a license to sell Vape Products within 45 days following receipt of the application, provided the application complies with the provisions of this Chapter and upon finding:
 - (1) All requirements concerning operations and facilities described in this Chapter will be

complied with as of the effective date of the permit.

- (2) Compliance with all other statutes, codes or ordinances, including health, zoning, building, fire and safety requirements of the City and the State of Connecticut as of the effective date of the license.
 - (3) Applicant/Retailer has not had two or more violations of any provision of the Norwalk City Code within the last 24 months.
 - (4) Applicant/Retailer has no outstanding violations of any provision of the Norwalk City Code.
 - (5) Neither the Applicant, if a natural person, nor any shareholder, director, officer, member, or partner of the Applicant, if the Applicant is not a natural person, has been convicted of any felony.
 - (6) The Applicant is at least 21 years of age.
- B. Upon issuance, the license shall be valid for a period beginning with the date of the license to the first day of January next succeeding the date of license unless sooner suspended or revoked in accordance with this Chapter, or unless the Retailer to whom it was issued discontinues the business. In either case, the holder of the license shall immediately return it to the City Clerk.

§ ____-8. Retailer's Requirement to Display License.

A Retailer's license shall be visible to the public inside the Retailer's establishment at all times. In the event of mutilation or destruction of such license, a duplicate copy, marked as such, shall be issued by the City Clerk, upon application accompanied by the mutilated license or, if the license has been destroyed, an affidavit signed and sworn by the Retailer attesting to such fact and the circumstances of such destruction. A fee for such duplicate license shall be set by the City Clerk and approved by the Common Council.

§ ____-9. Renewal of License.

A license to sell Vape Products may be renewed in accordance with the following:

- A. Applications for renewal shall be made at least 90 days before expiration and shall be in the form prescribed by the City Clerk and signed and sworn by the Applicant.
- B. Each application for renewal of a license shall be accompanied by a nonrefundable fee in the amount set by the City Clerk and approved by the Common Council. Such fee is due and payable at the time of the application for renewal.
- C. The City Clerk shall renew each license upon making the findings required for issuance of the original license.
- D. No license shall be renewed if: (1) the Applicant/Retailer is in violation of any provision of this Chapter; (2) the Applicant/Retailer has any outstanding violations or fines pursuant

to any Norwalk City Code provision; (3) the Applicant/Retailer has two or more violations of any provision of the Norwalk City Code within the last 24 months; or (4) the current license of the Applicant/Retailer has been suspended or revoked.

- E. A license shall not be transferable, including from one Retailer to another Retailer or from one location to another location; provided, however, that in the case of a natural person, upon the death or incapacity of the Retailer who obtained the license, the establishment may continue in business for a period not to exceed 60 days to allow for an orderly transfer of the business to a successor licensee. During this period, the successor must complete all the steps required under this Chapter for obtaining an initial license.
- F. If renewal of the license is denied, the City Clerk shall notify the Applicant/Retailer in writing not less than 30 days before expiration of the license including the facts and specific section or sections of this Chapter upon which this determination was made. Notification shall be sent by certified mail to the Applicant/Retailer's residence or place of business. Said notification shall be deemed complete seven days following the date of mailing.

Article IV. Compliance; Violations and Penalties.

§ ____ -10. No Sales to Minors.

- A. No Retailer or Salesperson shall Sell any Vape Product to any person under the age of 21 years of age.
- B. The Retailer or Salesperson Selling any Vape Products must request and examine the identification card issued in accordance with the provisions of the Connecticut General Statutes, as amended from time to time, for anyone who appears to be under the age of 30 and verify proof of age demonstrating the recipient is at least 21 years of age before Selling any Vape Products.
- C. That a person appeared to be over the age of 21 shall not constitute a defense to a violation of this section. If a person fails to provide such proof of age, such Retailer or Salesperson shall not Sell any Vape Products to the person.

§ ____ -11. Signage.

"The Sale of Vape Products to Persons Under 21 is Prohibited" signs shall be legibly printed in letters at least one-half inch high and shall be posted clearly and conspicuously in every location where the products are available for purchase. Signage shall be in multiple languages, including but not limited to, Spanish and Haitian-Creole, as needed to be consistent with other facility postings.

§ ____ -12. Inspection.

The Director of Health and/or the Chief of Police may, from time to time, make an inspection of each Retailer operating within the City for the purposes of determining compliance with the

provisions of this Chapter. Such inspections shall be at a reasonable time and in a reasonable manner. Inspections of a Retailer's establishment shall include, but not be limited to, examination of products, records, advertising materials, signage, and the physical premises to ensure compliance with this Chapter. It shall be a violation of this Chapter for any person to fail or refuse to allow such inspection or to hinder such inspection in any manner.

§ ____-13. Violations and Penalties.

A. Violations.

- (1) Any Retailer who violates any of the provisions of this Chapter shall be guilty of an infraction and subject to civil penalty fine, suspension, and/or revocation of license. Each violation, and every day in which a violation occurs, shall constitute a separate and distinct infraction.
- (2) In the event that a violation has occurred, the City Clerk shall have 30 days from the date of the violation to issue notice of said violation via written order to the Retailer. The order shall specify the section of this Chapter of which the Retailer is in violation and shall specify the penalty for non-compliance. Notification shall be sent by certified mail to the Applicant's residence or place of business. Said notification shall be deemed complete seven days following the date of mailing.
- (3) A Retailer shall be found in violation of this Chapter if:
 - (a) The Retailer or any Salesperson Sells Vape Products to any person under the age of 21 years.
 - (b) The Retailer fails to post signage and license as required.
 - (c) The Retailer fails to pay any fines imposed in accordance this Chapter.
 - (d) The Retailer or any Salesperson Sells or uses on the premises any narcotic substance or any controlled drug as defined in Section 21a-242 of the Connecticut General Statutes, as amended from time to time.
 - (e) The Retailer fails to maintain standards prescribed by the Connecticut Department of Public Health or the City's Health Department, or their respective successors.
 - (f) The Retailer or any Salesperson refuses to submit to the City Clerk any reports or make available any records required in investigating the establishment for the purpose of ensuring compliance with this Chapter.
 - (g) The Retailer or any Salesperson fails or refuses to submit to an investigation by persons authorized by law to conduct fire, building, health, or law enforcement related inspections.
 - (h) The Retailer or any Salesperson violates state or local Vape Products sales and use laws.

- (i) The Retailer or any Salesperson violates any of the provisions of this Chapter, or any rules and regulations established by the City Clerk, pursuant to this Chapter.
- (j) The Retailer or any Salesperson furnishes or makes any misleading or false statements or reports in relation to this Chapter, including in connection with an application for an initial or renewal license or an inspection under this Chapter.
- (k) Upon suspension or revocation of a license, the Retailer fails to remove all Vape Products from the premises.

B. Penalties.

- (1) If the Chief of Police or the Director of Health find that a Retailer is in violation of this Chapter, it shall be punishable by a fine, suspension, and/or revocation of license as follows:
 - (a) Upon the first violation of this Chapter, the Chief of Police, the Director of Health, or their respective designees, shall impose a fine of \$250.00.
 - (b) If a second violation of this Chapter is issued within a 12-month period following the first violation, the Retailer's license shall be suspended for 6 months by the Director of Health. Upon suspension of a license, all Vape Products shall be removed from the premises. Failure to remove shall constitute a separate violation for each and every day of noncompliance.
 - (c) If a third violation of this Chapter is issued within a 24-month period following the first violation, the Retailer's license shall be revoked by the Director of Health. Upon revocation of a license, all Vape Products shall be removed from the premises. Failure to remove shall constitute a separate violation for each and every day of noncompliance.

- C. Upon suspension or revocation of a license, all Vape Products shall be removed from the premises within 7 days from the date of suspension or revocation.

Article III. Hearings.

§ ____ -14. Notification of revocation or suspension; hearing.

The City Clerk may revoke or suspend any license issued pursuant with this Chapter in accordance with the following procedure:

- A. The City Clerk may revoke or suspend any license issued under this Chapter by notifying the Retailer in writing of such revocation or suspension, and the reasons therefor, and informing the Retailer of their right to request a hearing before the Board of Health and the procedure for such hearing, including all procedural deadlines.

- B. Notice of revocation or suspension shall be sent to the Retailer by certified mail to the Retailer's residence or place of business. Said notification shall be deemed complete seven days following the date of mailing.
- C. A request for hearing must be delivered to the City Clerk within 20 days following the date of mailing of the notice of revocation or suspension.
- D. A hearing shall be scheduled to commence within 60 days following the date of actual receipt by the City Clerk of the request for a hearing.
- E. The City Clerk shall schedule the hearing on behalf of the Board of Health, and shall notify the Retailer by certified mail addressed to the Retailer's residence and business addresses, of the date, time and place of the hearing, not less than 20 days prior to the hearing.
- F. At any hearing held under this section, the City Clerk and the Retailer may present any pertinent and material written and testimonial evidence, and shall have the right to cross-examine all witnesses. Witnesses shall testify under oath or affirmation.
- G. The City Clerk shall have the burden of proving the facts and circumstances that warrant the revocation or suspension of a license.
- H. The Board of Health shall render a written decision on the appeal within 20 days following the conclusion of the hearing. Said decision shall state whether the appeal is dismissed or sustained, the facts and circumstances found to support the decision, and shall state the relief ordered, if any.
- I. A request for a hearing under this section shall stay any revocation or suspension until such time as a hearing has been held and a decision rendered thereon; provided, however, that if the Board of Health finds that the public health, safety, or welfare requires emergency action and incorporates a finding to that effect in the notice of revocation or suspension, the Retailer may be suspended immediately, pending a hearing thereon, which hearing shall be promptly instituted and all facts and issues promptly determined.
- J. The criminal arrest for a felony, on or off the premises, of the Retailer, if a natural person, or any shareholder, director, officer, member, or partner of the Retailer, if the Retailer is not a natural person, shall constitute an emergency requiring the immediate suspension of a license pending a hearing.

§ ____ -15. Hearing on Denial of License or Renewal.

- A. An Applicant aggrieved by the denial of a license to operate an establishment that Sells Vape Products or by the denial of renewal of such license may request, in writing, a hearing before the Board of Health, at which hearing such person shall be afforded the

opportunity to present evidence and argument on all facts or issues involved.

- B. The City Clerk shall, upon receiving a request for a hearing under this section, schedule a hearing not later than 60 days from the date of actual receipt of the request and shall notify all parties of the time and place thereof.
- C. The Applicant shall have the burden of proving that the requirements for the issuance of a license has been met.
- D. The Board of Health shall render a decision within 35 days of the date of said hearing and shall notify the Applicant party and the City Clerk by certified mail.

§ ____-16. Appeal.

Any person aggrieved by any order or decision under this chapter may, within 10 days of such order or decision, appeal therefrom to the Superior Court judicial district at Stamford/Norwalk.

Article IV. Effective Date.

This Chapter shall take effect on August 1, 2025.



To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Norwalk Housing Authority/EnVision Center Reservation and Conditions of Use Agreement
Date: April 22, 2025

The Health Department, in partnership with local certified trainers, plans to offer Applied Suicide Intervention Skills Training (ASIST) at the Norwalk Housing Authority EnVision Center (30 Day Street) in June 2025. ASIST is a two-day workshop that helps individuals recognize when someone may be considering suicide and build skills to intervene to help them stay safe. In addition to this training, the Health Department is also interested in potentially using the space for future Health Department programming and meetings, with dates to be determined.

In order to use the space at the EnVision Center, the Housing Authority requires the execution of the attached Reservation Terms and Conditions of Use Agreement.

We request approval for the following authorization:

1. Authorize the Mayor, Harry W. Rilling, to execute necessary agreements and amendments with the Norwalk Housing Authority for Health Department staff and partners to use space at the EnVision Center for community health training and programming.

ENVISION CENTER RESERVATIONS TERMS & CONDITIONS OF USE

By Accepting the Terms & Condition of Use, the Applicant agrees to be bound by the following Term & Conditions of Use:

(1) The Applicant shall not permit any use of the Event Site other than as authorized and described in the approved request submitted to the Norwalk Housing Authority (NHA).

(2) The Applicant SHALL have in place insurance policies acceptable to the NHA. Below are standard insurance requirements, but be advised that insurance coverages and limits may be increased in the discretion of NHA based upon the specific nature of the Public Gathering.

Standard Insurance Requirements:

General Liability: \$1,000,000 bodily injury and property damage, \$2,000,000 combined single limit.

The insurance policy shall include a waiver of subrogation. The NHA, its employees and agents must be named as additional insured on a primary and noncontributory basis.

Proof of such coverage should be in the form of an ACORD Certificate of Insurance as provided by your insurance company. Certificates must include a provision giving the NHA thirty (30) days prior written notice of an alteration, cancellation or material change in policy terms which reduces coverage.

Note: Certificate of Insurance must be provided and approved before final approval for the event is granted.

(3) The Applicant is solely responsible for all aspects concerning the conduct of the Event including set up and tear down, and shall provide, at its own expense, all necessary and appropriate equipment, staff and services, including all necessary security and firefighter personnel and EMTs. The NHA has no responsibility with regard to the conduct of the Event.

(4) The Applicant shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the Event Site is at all times maintained in a clean, orderly and safe condition.

(5) The Applicant is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons and property coming or brought into the Event Site during its use.

(6) The Applicant SHALL NOT commit any nuisance on the Event Site or do or permit to be done anything which may result in the creation or commission of a nuisance on the Event Site. In particular, the Applicant SHALL NOT cause or produce or permit to be caused or produced upon

the Event Site or to emanate therefrom any unusual, noxious or objectionable noise, smoke, vapors, gasses or odors, other than that which is customary and usual given the activities involved in the permitted Event.

(7) the Applicant SHALL appoint a at least one person to be in charge of allowing people in and out of the EnVision Center, and shall prevent participants from lingering in hallways or outside the EnVision Center in areas intended for the use of Soundview Residents.

(8) The Applicant SHALL apply for and obtain all necessary permits and certificates from various City, State, and Federal departments regulating activities proposed to take place in conjunction with the Event;

(9) The Applicant SHALL abide by, and will cause all agents, contractors, invitees, and guests to comply with all rules, regulations, ordinances and laws of the City of Norwalk and State and Federal Government, as well as the policies for the use of the Center.

(10) Parking for all vehicles in connection with the Event is permitted only within the areas designated by signage as EnVision Center Parking. This shall include on-site parking on the day of the Event for guests of the Applicant. If a large number of parking spaces are needed (more than 15), Applicant will be responsible to arrange this with the management company at Soundview. Parking outside of public parking and the designated area for EnVision Center use may result in cars being towed and the Applicant will make all reasonable efforts to ensure that participants park appropriately.

(11) At the conclusion of the Event, the Applicant is responsible for restoring the Event Site and all surrounding areas to the condition which existed directly preceding the Event, and following the cleaning guidelines attached. The NHA shall inspect the Event Site prior to the initial setup in order to establish the condition thereof and again, after the Event, in order to assess any resulting damage or failure to clean. Following the Event the Applicant shall restore (or cause to be restored) the Event Site to the condition established at the initial inspection. If the Event Site, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the Applicant, its agents, employees, patrons, volunteers, guests, or any person admitted to the Event Site by or with the knowledge of the Applicant, the NHA shall cash the security deposit and use it to pay for any damages before returning the remainder to the Applicant. Should the damage be beyond that covered by the security deposit, the Applicant will promptly pay to the NHA upon demand such sums as may be necessary to restore the Event Site to its condition immediately prior to Applicant's use.

(12) The Applicant hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the Event Site during its use, including set up and tear down, whether such admittance is by or with the consent of the Applicant or its employees, volunteers, agents, or any person acting for and on behalf of the Applicant. The Applicant shall further be responsible for any damage to Soundview or NHA property as a direct or indirect result of or in connection with the Event; and shall be responsible for making restitution for any

and all such damages based on the reasonable cost of restoration, as determined by the NHA. Such restitution shall be due within thirty days following demand.

(13) The Applicant is responsible for any equipment or items of personal property brought onto the Event Site, for safeguarding the same.

(14) INDEMNIFICATION & RELEASE. (A) THE APPLICANT SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS THE ENVISION CENTER, THE NORWALK HOUSING AUTHORITY, SOUND COMMUNITIES, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, PROCEEDINGS, LIABILITIES, JUDGMENTS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEYS' FEES, ON ACCOUNT OF ANY PERSONAL INJURY (INCLUDING DEATH) OR THE DAMAGE OR DESTRUCTION OF PROPERTY, OR ANY LOSS, COST, EXPENSE OR OTHER AGGRIEVEMENT, WHICH IS DUE, RELATED TO OR IN ANY WAY CONNECTED WITH THE APPLICANT'S, OR THAT OF ITS AGENTS, OFFICERS, EMPLOYEES, VOLUNTEERS, GUESTS, INVITEES OR ANY PERSON ON THE EVENT SITE WITH APPLICANT PERMISSION OR AUTHORIZATION: (I) ACTS OR OMISSIONS, (II) USE OF THE EVENT SITE, OR (III) CONDUCT OF THE EVENT OR ANY ACTIVITIES INCIDENT THERETO.

The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder; shall be separate and independent of any other condition or requirement stated herein; and shall survive the termination or expiration of this Agreement.

(15) THE APPLICANT ACKNOWLEDGES AND AGREES THAT THE NORWALK HOUSING AUTHORITY IS NOT RESPONSIBLE FOR ANY DAMAGE TO OR ANY LOSS INCURRED BY APPLICANT, OR ITS EMPLOYEES, LICENSEES, INVITEES, AGENTS AND GUESTS, AND HEREBY RELEASES THE NHA FOR ALL SUCH LIABILITY CLAIMS AND DAMAGES.

(16) By appropriate written agreement, the Applicant shall require that every vendor, individual or entity participating to any extent or in any manner, as part of the Event, or performing services related to the Event, be bound by these Terms & Conditions of Use and observe and undertake the same responsibilities and obligations related to indemnification and insurance which the Applicant, pursuant to these Term & Conditions of Use, assumes towards the City of Norwalk. Each such agreement that the Applicant may have with any such vendor, individual or entity shall expressly preserve and protect the rights of the NHA under this Agreement with respect to the services to be performed or activities to be undertaken or engaged in by the vendor, individual or entity. The Applicant shall make available to each vendor, individual and entity a copy of these Terms & Conditions of Use.

(17) The NHA may revoke this permit and any or all privileges hereby granted at any time if the Applicant, anyone acting for or on its behalf, or any of its guests, invitees or any person on the Event Site with Applicant permission or authorization fails to abide by the terms and requirements of the permit or breaches any obligation or responsibility under these Terms & Conditions of Use or if, for any reason, the NHA makes a determination that revoking this permit would be in the NHA's best interest. Effective upon revocation the Applicant shall cease

all activities and operations under this permit and take all actions directed in the notice of revocation. THE NHA FURTHER EXPRESSLY RESERVES THE RIGHT TO REVOKE THE ROOM PERMIT AND/OR CANCEL THE EVENT IF IT DEEMS SUCH ACTION NECESSARY OR ADVISABLE FOR HEALTH AND SAFETY REASONS AS DETERMINED BY THE NHA IN ITS SOLE DISCRETION AND THE APPLICANT ACCEPTS AND ASSUMES ALL ASSOCIATED RISK OF LOSS.

I hereby affirm my authority to act on behalf of and bind the Applicant to the terms set forth herein, and I confirm that all applicable requirements necessary for the same have been complied with, and that all statements made in this Request are complete and accurate to the best of my knowledge.

Signed _____ Date _____

Print Name _____ Applicant _____

Norwalk Housing Authority Envision Center Policy

The Norwalk Housing Authority's Envision Center will seek to be a hub wherein services will be provided to the community and NHA residents focusing on the four pillars of economic empowerment, educational advancement, health and wellness, and character and leadership.

Toward that end:

The public spaces in the Envision Center, the Conference Room and the multi-purpose room will be made available upon request to the following:

1. Any NHA director or manager who needs the space for meetings, events, or other NHA related purposes;
2. Any resident organizations for the purposes of tenant meetings open to SVL tenant or NHA public housing tenants
3. Organizations intending to run programs for the public or NHA residents that serve the goals of the Envision Center, including but not limited to:
 - a. GED classes
 - b. Economic Self-Sufficiency Classes
 - c. Financial literacy classes
 - d. ESL classes
 - e. Tutoring or mentorship opportunities for NHA residents
 - f. Homeownership initiatives
 - g. Initiatives to promote mental or physical health
 - h. Community Engagement
 - i. Leadership Training
 - j. Other Educational initiatives
4. On a case-by-case basis as determined by the Executive Director or Deputy Director, for meetings of local non-profits, and other community organizations. The determination of whether the facilities may be used will be made based on a determination of whether the organization and event will benefit NHA residents, directly or indirectly, and whether use is in line with the stated goals of the Envision Center, and whether the Envision Center would be otherwise unused.
5. Outside organizations seeking to use the EnVision Center will be responsible for providing a certificate of insurance showing that the NHA is an additional insured party and will be responsible for any required permits.
6. Private parties with limited guest lists that are not open to the SVL community are prohibited with the exception of use by the management of the Authority for Authority business purposes only.
7. The EnVision Center will not be available for any commercial use.

3. PROHIBITED USE AND ACTIVITIES The EnVision Center may not be used for services and/or activities that do not promote the positive well-being of the community and the general welfare of NHA residents. Other restrictions include:

(a) Activities in the Center may not engage in noises or behaviors which may disrupt the other residents' peaceful enjoyment of their accommodations. This includes, but is not limited to, any illegal activities, maintaining the volume of any radios, phonographs, televisions or musical instruments at a level which will not disturb neighbors.

(b) Members or guests of the organization using the center will be responsible to ensure that people refrain from loitering outside the community room, obstructing common ground areas, sidewalks, passages, elevators or stairs, parking lots or driveways.

(c) Use of alcohol, and smoking or vaping of any kind is prohibited in the facility.

(d) Collection of monies or tithing is not permitted.

(e) Gambling, betting or playing any scheme or game of chance for profit is not permitted.

(f) Any commercial use of the space is not permitted.

Procedure for Reserving Space:

1. Any organization seeking to use the Envision Center facilities must submit a written request to Envision Center Staff that will include:
 - a. The dates and times requested;
 - b. The purpose for which the facilities will be used;
 - c. If a program or a class, the population being targeted, including age range and income levels;
 - d. A contact person for if there are any issues; and
 - e. A description of what equipment will be used/needed
 - f. Fire Department Maximum Occupancy limits must be observed as follows:
 - i. Multipurpose Room
 1. 65 people with tables and chairs; and
 2. 140 people with chairs only.
 - ii. Board Room
 1. 40 people with tables and chairs; and
 2. 87 people with chairs only.
2. Set-up and clean-up
 - a. Events organized by housing authority staff will be set up by NHA staff.
 - b. Events by outside organizations, with the exception of those organized by NHA staff, will require a security deposit of \$200 which will be returned if the Center is left in good condition. Payment should be made by money order or banker's check at least one week before the event, and delivered to the Finance Department at the NHA Main Office at 24 ½ Monroe St. If after the event, everything is in good order, the money order or bankers check will be returned to the organization within fifteen (15) days. If it is not, it will be cashed and any remainder will be returned after the costs of damages or cleaning are deducted, although the timeline for this return may
 - c. Other organizations will be responsible for setting up their own events, ensuring all necessary permits are obtained, providing proof of insurance, and ensuring that Envision Center staff is aware of their technological needs in advance. Where possible,

10 days notice will be given for any requested technological needs. Outside organizations must agree to release and indemnify the NHA for any damage that may result.

- d. All programs will keep a sign-in sheet with the names and contact information for all people who attend and provide a copy of the sheet to EnVision Center staff.
- e. Outside organizations will be responsible for providing at least one person who will be tasked with letting other participants into the EnVision Center and keeping all participants away from staff areas.
- f. Organizations using the Envision Center will be responsible for cleaning after the event.
 - i. All trash should be placed in one bin for removal.
 - ii. All food items should be removed.
 - iii. All papers, fliers, and other paraphernalia should be removed at the end of the event.
 - iv. All tables and floors will be wiped down and swept, and the room will be restored to its original condition after the event.
- g. Organizations seeking to use the EnVision Center Facilities on evenings or weekends or NHA holidays will pay the cost for NHA staff to open and close the center in the amount of the current cost for NHA overtime labor staff. Organizations will be invoiced for this cost after the event.
- h. Failure to comply with these policies may result in the organization being denied the use of the Envision Center facilities in future or additional conditions being placed on the organizations use to ensure policies are followed in future.



EnVision Center Request Form

The following items must be attached:

1. Money order or Bank Check for two hundred dollars (\$200) security deposit
2. Certificate of Insurance (see terms and conditions of use for details)

Requestor: _____ Date of Request _____

Contact Person for event: _____ Contact Phone Number: _____

Contact Email: _____

Room Requested (check one or both) ☐ Multi-Purpose Room ☐ Board Room

Date of Proposed Event _____ Starting time: _____ Ending time: _____

Briefly describe the event for which the room will be used:

Please check which of the following pillars of the EnVision Center the event will address (you may select more than one):

- ☐ Economic Empowerment
☐ Educational Advancement
☐ Health and Wellness
☐ Character and Leadership

Briefly describe any technology requests: _____

Number of Attendees expected: _____

Who will the event be open to:

- ☐ Soundview Landing Residents
☐ Public Housing Residents
☐ Section 8 voucher holders
☐ The public
☐ Other (describe) _____

Briefly describe what, if any, efforts will be made to advertise the event to the populations listed above:

Please describe the demographics of those the program is aimed toward by:

Age Range: _____

Income level _____

Other _____

Upon approval of this request, a security deposit of \$200 will be due by bank check or money order. Until the NHA staff receive this deposit the reservation is not guaranteed and may be cancelled.

By signing this document you are agreeing to the attached Terms and Conditions for the use of the Envision Center.

I hereby affirm my authority to act on behalf of and bind the Applicant to the terms set forth herein and attached hereto or incorporated by reference including the terms and conditions of use and the Envision Center Use Policy, and I confirm that all applicable requirements necessary for the same have been complied with, and that all statements made in this Request are complete and accurate to the best of my knowledge.

Signed _____ Date _____

Print Name _____ Agency _____

FOR ADMINISTRATIVE PURPOSES ONLY; DO NOT COMPLETE

Date Approved _____

Date Denied _____

Approved/Denied by

Name

Signature

04/29/2025

NORWALK PURCHASING DEPARTMENT

RESPONSE SUMMARY - PROJECT #4428

Fox Run Elementary School Floor Removal and Replacement CT STATE PROJECT # 103-0268CV

Thank you for your response to our solicitation request. The following pages are a summary of the responses received.

BID SECURITY	VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	BID AMOUNT
YES	Haz-Pros, Inc	YES	YES	\$265,000.00
YES	New England Yankee Construction, LLC	YES	YES	\$288,548.00
YES	Bestech	YES	YES	\$270,000.00
YES	Stamford Wrecking Company	YES	YES	326,100.00
*NO	*Omni Environmental	YES	YES	*

*Non-conforming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements



William Hodel
Director of Facilities & Maintenance
hodelw@norwalkps.org
P: 203-854-4053 / F: 203-854-4005
125 East Avenue, PO BOX 6001
Norwalk, CT 06852-6001

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE
FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE
RE: **FOX RUN ELEMENTARY SCHOOL STATE PROJECT #103-0268 CV, ASBESTOS FLOOR TILE ABATEMENT & REPLACEMENT FLOOR TILE**
DATE: APRIL 30, 2025

Fox Run Elementary School is outfitted with asbestos containing floor tile and wall base in many of the classrooms, offices, and store rooms. The School District's Asbestos Management Plan has confirmed that this material tested positive for asbestos containing material (ACM) and recommends their removal and replacement. As a result, Norwalk Public Schools submitted a non-priority grant to the State of Connecticut Department of Administrative Services for the removal and replacement of this material.

The State of Connecticut Department of Administrative Services approved the Norwalk Public Schools grant submission and provided their endorsement to go out to bid.

In accordance with the State of Connecticut Department of Administrative Services Contracting requirements, the City's Purchasing Department solicited invitations to bid the work to State Contract Holders under Contract #20PSX0154 – Hazardous Material Removal. Each of the invited bidders had an opportunity to attend a non-mandatory walkthrough for the project. The City's Purchasing Department received 4 bids for the hazardous material removal & flooring replacement work. After review of the bids, it was determined that Haz-Pros, Inc. is the lowest bidder and has been selected for both the hazardous material removal and flooring work. A summary of costs is as follows:

Firm	Bid Cost
Haz-Pros, Inc.	\$265,000.00
Bestech	\$270,000.00
New England Yankee Construction, LLC	\$288,548.00
Stamford Wrecking Company	\$326,100.00

ACTION REQUESTED:

1. Review bid responses for the Fox Run Elementary School Asbestos Flooring Removal and Replacement – State Project 103-0268 CV – and refer the following to the Common Council for action:
 - a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Haz-Pros, Inc. (State Contract: 103-0268 CV) for the Fox Run Elementary School asbestos flooring removal and replacement project for a total not to exceed \$265,000.00. Funds are available as follows:**

Acct. # 09175010 5777 C0595
Acct. # 09215010 5777 C0595
Acct. # 09245010 5777 C0595
 - b. **Authorize the NPS Facilities Department to issue change orders on this contract for a total of \$26,500.00. Funds are available in Acct. #09215010 5777 C0595**

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 RESPONSE FORM

Vendor Name - <i>Haz-Pros, Inc.</i>		
Address - <i>125-A Brook St West Hartford CT 06110</i>		
Phone - <i>860 232 2225</i>	<i>860</i> Fax - <i>233-9654</i>	Email - <i>randy@hazpros.com</i>
Manager - <i>CLAYTON KILBORN</i>		Fed ID# <i>061239867</i>

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

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

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

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

1. 103-0268 CV Fox Run Elementary School Flooring Removal and Replacement (Bid Package #1 –Hazardous Material Removal)

Total Lump Sum Bid Removal Cost	\$ <i>165,000.00</i>
Total Lump Sum Bid in Words	<i>one hundred sixty-five thousand</i>

CITY OF NORWALK PURCHASING DEPARTMENT

2. 103-0268 CV Fox Run Elementary School Flooring Removal and Replacement (Bid Package #2 – Flooring Replacement)

Total Lump Sum Bid Replacement Pricing	\$ 100,000.00
Total Lump Sum Bid in Words	one hundred thousand

3. TOTAL 103-0268 CV Fox Run Elementary School Flooring Removal and Replacement (TOTAL Bid Package)

Total Lump Sum Bid (1 + 2) Removal + Replacement	\$ 265,000
Total Lump Sum Bid in Words (1+2)	Two hundred sixty five thousand

Unit Prices

The unit pricing detailed below will be used when quantifying additions and deductions to contract scope. Maximum allowable markup is 20% (total aggregate) overhead and profit on any change orders.

Bid Package #1

1. Demolition and Abatement of Asbestos containing Flooring Material \$ 7.50 /SF
2. Mobilization Cost \$ 1,500 /MOB

Bid Package #2

1. All required Floor Preparation \$ 2.75 /SF
2. Furnish and Install LVT flooring \$ 3.75 /SF
3. Furnish and Install VCT flooring \$ 7.50 /SF
4. Mobilization Cost \$ 1,500 /MOB

NOTE: All materials to be used must be those specified in the project manual or equivalent. Contractor shall submit all proposed material specifications to Owner for approval. Owner must review and give written approval of specified materials before purchase and installation.



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.gov P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER

RE: **ROWAYTON ELEMENTARY SCHOOL HVAC PROJECT
STATE PROJECT NO. 103-001-CONTRACTOR APPROVAL**

DATE: MAY 1, 2025

In 2022, the State created a school HVAC (Heating Ventilation and Air Conditioning) improvement program. Typically, facility repairs and replacement work are not eligible for reimbursement by the State. However, this program offers an opportunity for communities to receive State reimbursement at their normal reimbursement rate. With the recent State Special Legislative action, the City's current reimbursement rate is 60%.

In December of 2023, the City submitted 6 projects to the State for the second round of HVAC improvement program. These HVAC projects included Brien McMahon, Brookside, Marvin, Silvermine, Naramake and Rowayton schools. The Rowayton School was estimated at \$10,658,618.00. The City, through Special Capital Budget Appropriation process, approved the City's and the State's share as follows:

School Name	Project Cost	City Share at 40%
Rowayton Elementary School	\$10,658,618	\$4,263,447

After the States approval of the Rowayton project, the City issued an RFP for construction management services which the City received responses from Gilbane Building Company and Newfield Construction. It was determined that Newfield Construction was the most responsible qualified respondent and was approved by the Land Use Committee of the Common Council on January 29, 2025. After Newfield was approved, they began reviewing the documents produced by the design engineering firm and created bid packages for the various aspects of work involved with this project. Newfield, in conjunction with the City's Purchasing Department then publicly issued bid documents for the various trade contractors.

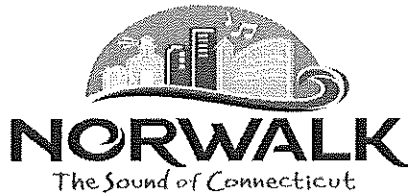
Bids were received and scope review meetings occurred with the low bidders to ensure each bidder included the correct scope of work. Once the scope reviews were completed Newfield then compiled the Guaranteed Maximum Price for this project which is hereby presented below for approval.

ACTION REQUESTED:

- 1a. Authorize the Mayor, Harry W. Rilling, to execute the Guaranteed Maximum Price Amendment with Newfield Construction Group, LLC for the Rowayton School HVAC improvement project in the amount of \$10,308,938.00. Funds are available in Acct. #09245010 5777 C0843.**

**Exhibit 5
GMP Amendment
Norwalk Public School HVAC IAQ Project 103-001 HVACN
Rowayton Elementary School
Norwalk, CT
City Project 4441**

Bid Package	Trade	Projected Trade Contractor	Bid Amounts No Alternates	Scope Review Complete	Bid Hold 120 Days	
02	HazMat and Selective Demolition	American Enviromental, Inc	343,800	Yes	Yes	
06	Prime Contractor	Ferguson Mechanical Company, Inc.	8,432,000	Yes	Yes	
		Total Trade Bids	8,775,800			
	CM CONTINGENCY 1.85%		162,352			
	GL INSURANCE 8.2/1000		83,711			
	PERMIT FEE	State Education Fee Only and City Building Permit	in trade costs			160,000 value in trade bid. See Aternate
	CM GENERAL CONDITIONS (see attached cost breakdown)		996,556			CM Staffing 866,186 and CM General Requirements 130,370
	PRECON FEE		in owner's soft cost			
	CM BOND 6.7/1000		68,604			
	CM FEE 2.20%		221,915			
		Gauranteed Maximun Price (GMP)	10,308,938			



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.gov P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*

RE : **NORWALK COMMUNITY RECREATION CENTER –
EXTERIOR WALLS MOISTURE ISSUES**

DATE: APRIL 28, 2025

The renovation and expansion of the city owned 98 South Main Street community center into the new Norwalk Community Recreation Center began in early February 2025. Our Construction Manager – Newfield Construction, has completed the interior demolition, miscellaneous hazardous material remediation and site clearing in March. Unfortunately, we encountered significant water/moisture damages to the exterior walls of the building which were not anticipated nor budgeted for as part of the project.

The design scope of the project includes the removal of the sheet rock and existing insulation around building perimeter walls in order to provide improved energy efficiency. Attached is a full report on what we found, proposed corrective measures and projected costs.

The current project budget is \$15,580,647 which breaks down as follows to include hard and soft costs

• State DECD	-	\$ 1,200,000
• City GGP funds	-	\$ 1,226,647
• ARPA funds	-	\$ 6,374,000
• HUD funds	-	\$ 1,830,000 (excl. \$170,000 for YMCA -FF&E)
• 2024-25 Capital Budget	-	\$ 4,950,000

Total project budget-		\$15,580,647

Newfield Construction's contract amount is \$13,913,803. The Common Council had approved an Owner Contingency for a total not to exceed \$423,329.00 which is approximately 3% of construction cost. The projected cost for corrective measures totals \$583,668. As this amount exceeds our approved project contingency allowance, I have initiated a Special Capital Appropriation request for the same amount. The allocation of these special appropriation funds will allow the project to maintain the current contingency allowance for the duration of the project.

As we proceed with the Special Appropriation process and in the event that Common Council approves the allocation, concurrently, I would like to request Land Use and Building Management Committee's recommendation to increase the Owner Contingency Allowance in the amount of \$583,668 in order for Newfield Construction to implement the corrective work. Subject to Committee approval, the requested action will be placed on the same Common Council agenda as the approval for Special Appropriation.

ACTION REQUESTED:

Authorize to increase Contingency Allowance in the amount \$583,668 to Newfield Construction Group, LLC's contract for the Norwalk Community Recreation Center to cover the costs associated with water damages to the exterior building walls. Acct. #09256030 5777 C0719

Cc: Tom Livingston, Chief-of-Staff
Robert Stowers, Director, Rec. and Parks Dept.



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.gov P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : MAYOR HARRY RILLING
JARED SCHMITT, CHIEF FINANCIAL OFFICER

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE : **NORWALK COMMUNITY RECREATION CENTER –
EXTERIOR WALLS MOISTURE ISSUES**

DATE: APRIL 24, 2025

The renovation and expansion of the city owned 98 South Main Street community center into the new Norwalk Community Center began in early February 2025. Our Construction Manager – Newfield Construction, has completed the interior demolition, miscellaneous hazardous material remediation and site clearing in March. Unfortunately, we encountered significant water/moisture damages to the exterior walls of the building which were not anticipated nor budgeted for as part of the project.

The design scope of the project includes the removal of the sheet rock and existing insulation around building perimeter walls in order to provide improved energy efficiency. Attached is a full report on what we found, proposed corrective measures and projected costs.

The current project budget is \$15,580,647 which breaks down as follows to include hard and soft costs

• State DECD	-	\$ 1,200,000
• City GGP funds	-	\$ 1,226,647
• ARPA funds	-	\$ 6,374,000
• HUD funds	-	\$ 1,830,000 (excl. \$170,000 for YMCA -FF&E)
• 2024-25 Capital Budget	-	\$ 4,950,000

Total project budget-		\$15,580,647

Newfield Construction's contract amount is \$13,913,803. The Common Council had approved an Owner Contingency for a total not to exceed \$423,329.00 which is approximately 3% of construction cost. The projected cost for corrective measures total \$583,668 and I would like to request a Special Capital Appropriation in the same amount with funds from the completed bathroom improvement project at the middle schools. The allocation of these special appropriation funds will allow the project to maintain the current contingency allowance for the duration of the project.

ACTION REQUESTED:

- a. Recommend the allocation of \$583,668 in Special Capital Appropriation funds to the Recreation and Parks Department for the development and construction of the Norwalk Community Recreation Center at 98 South Main Street as identified herein this memo and attached documentation. Current acct. #09256030 5777 C0719**
- b. Recommend the reduction in the amount of \$583,668 from the balance in the middle schools bathroom improvement capital budget Acct. #09225010 5777 C0807**

Cc: Barbara Smyth, Chair, LU&BM Committee
Greg Burnett, Chair, Finance Committee
Tom Livingston, Chief-of-Staff
Robert Stowers, Director, Rec. and Parks Dept.
Tom Ellis, Budget Director

Status Report: Norwalk Community Recreation Center

Alan Lo 4/21/25

Narrative of project and current challenges.....

The renovation scope for the existing 98 South Main Street building is to create an attractive street front façade along South Main Street while the interior of the building is gutted to accommodate the new recreation programs. The exterior brick veneer appears to be in good condition and the project required the removal of the sheetrock on the inside face of the exterior walls and the installation of new insulation material and sheetrock to improve energy efficiency.

Since our groundbreaking ceremony, our construction manager, Newfield Construction, has substantially completed the demolition of the building interior and miscellaneous hazardous material remediation. They are currently working on the layout of the interior building systems and walls as well as trenching the floor to install below floor utilities. During the demolition process of the perimeter walls in mid-March, we discovered that water/moisture penetration into the exterior wall had created substantial damage to the sheathing, brick tie-backs and interior metal stud walls. Additionally, mold conditions were discovered inside the exterior wall system throughout the building. These issues were not anticipated and the costs for the corrective measures are not budgeted in the overall project budget. Below is summary of the issues with documentation of the conditions, proposed corrective measures and anticipated costs.



Demolition Began March 2025

Initial findings at this time

- Water penetration through brick veneer
- Black mold on wall insulation.
- Studs and brick veneer ties were found to be rusted and broken off
- Metal studs with water damage

Largest risk

- East Wall being unstable/unsafe

Problem Area Found

Exterior Brick/Wall Stability:

- Water infiltration through exterior wall damaged the existing structure
- Existing wall sheathing damaged and/or has mold growth
- Structural integrity of the existing brick veneer wall is compromised due to rusted/absent brick ties
- Existing interior metal stud walls rusted/damaged from water infiltration



Highly deteriorated
and missing veneer
ties

Highly deteriorated
light gage framing and
exterior wall sheathing



Daylight visible thru the
mortar joints

Problem Area Found



Black Mold:

- Found within the bathrooms behind tile
- Was found in sheetrock after insulation was removed
- Testing was completed by an Environmental Consultant
- Results came back positive and a remediation plan was developed

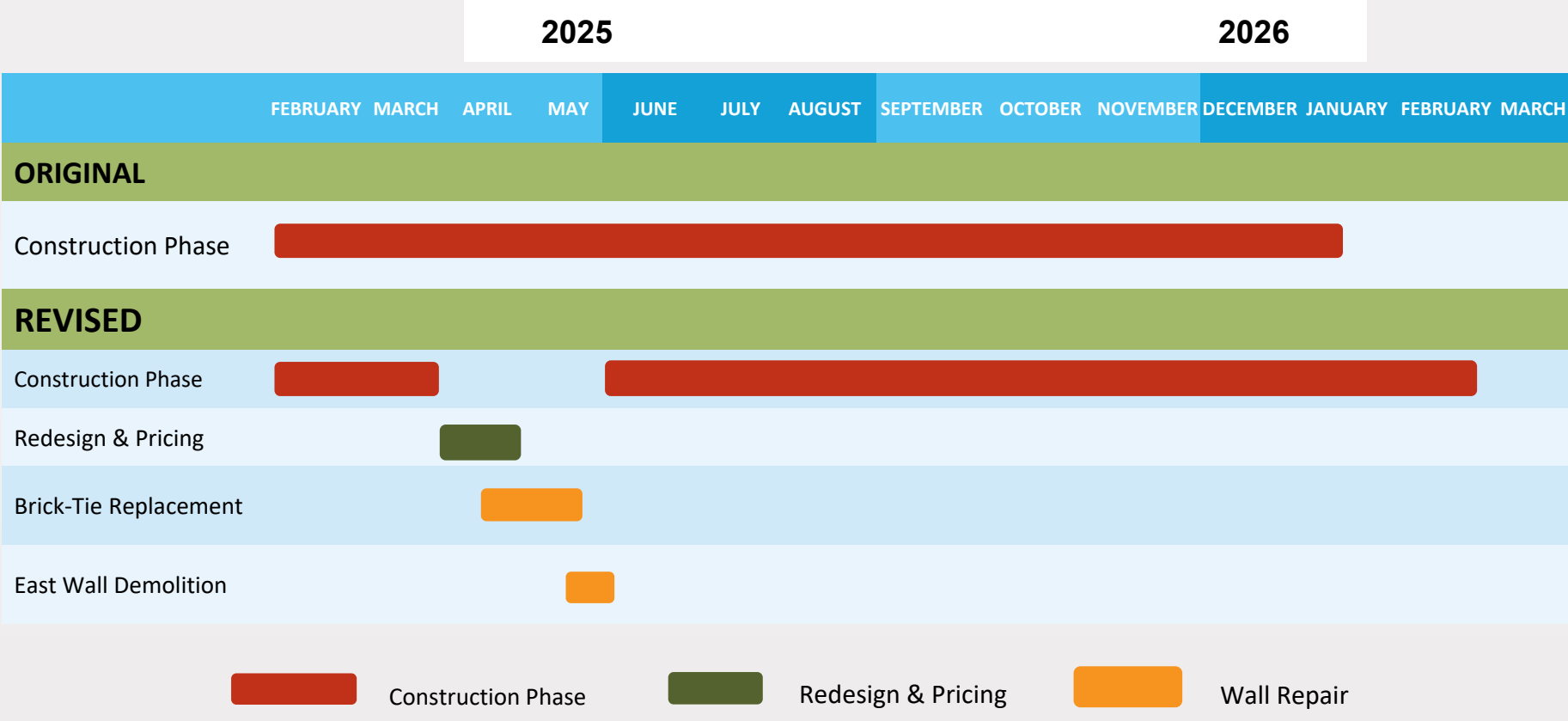
Necessary Corrective Measures

• Repoint brick wall to stop water infiltration	\$ 215,000
• Apply spray foam insulation to act as moisture barrier	\$ 55,000
• Demolish damaged East elevation brick walls	\$ 15,000
• Replace studs on East elevation that are damaged	\$ 45,000
• Remove all existing exterior sheathing	\$ 62,227
• Install new brick ties on North, South, and West Wall	\$ 111,933
• Environmental mold remediation plan from consultant	\$ 3,300
• Increased design and schedule impacts of staffing:	
○ Newfield Construction CM Fee, staffing	\$ 55,708
○ Architect and Engineer Design services	\$ 20,500

TOTAL

\$583,668

Project Schedule Revision



NEXT STEPS

1. Request for special capital appropriation.
2. Request increase to contingency allowance for Newfield Construction's contract through Land Use & Building Management Committee for Common Council approval.

Monday, April 21, 2025

Rita Nigri
Grants Coordinator
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Dear Ms. Nigri

RE: Small Harbor Improvement Projects Program (SHIPP)

Connecticut Port Authority (“CPA”) is pleased to inform the **“City of Norwalk”** that it has been awarded a Small Harbor Improvement Project Program (SHIPP) Grant in the amount of Three million, five hundred and twenty eight thousand dollars, (\$3,528,000). Please find enclosed the following documentation to be completed and returned via email to SHIPP@ctportauthority.com

- Key Contact Form

Once completed and returned, CPA will provide a Grant Agreement for your execution.

Regards,

Michael O'Connor
Michael O'Connor (Apr 21, 2025 16:16 EDT)

Mr. Michael O'Connor
Executive Director
Connecticut Port Authority

Small Harbor Improvement Projects Program Key Contacts Form

Grant Recipient Information:		
Town/City:	City of Norwalk	
Address: Line 1	125 East Avenue	
Address: Line 2	City: Norwalk	State: CT
Address: Line 3	Country: USA	Zip Code: 06851
Telephone Number(s):	USA	
Employer Identification Number:	06-6011881	
Website:	https://norwalkct.gov/	
Authorized Representative:		
Name:	Harry W. Rilling	
Title:	Mayor	
Telephone Number(s):	203-854-7001	
Email Address:	hrilling@norwalkct.gov	
Point of Contact: Project Management		
Name:	Ken Hughes	
Title:	Superintendent of Parks and Public Property	
Telephone Number(s):	203-854-7814	
Email Address:	khughes@norwalkct.gov	
Point of Contact: Financial Management		
Name:	Vanessa Valadares, PE	
Title:	Chief of Public Works & Operations	
Telephone Numbers:	203-854-7902	
Email Address:	vvaladares@norwalkct.gov	
Completed By:		
Name: Rita T. Nigri, MPA	Title: Grant Coordinator	
Signature: <i>Rita Nigri</i>	Date: 04/22/2025	
It is the obligation of the Grant Recipient to: - Ensure that accurate information is stated on the Key Contacts Form (KCF2025.01) - Provide an updated Key Contacts Form to CPA within thirty (30) days of change. - Provide communication of any changes to SHIPP@ctportauthority.com.		

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works

FROM: James Meehan, P.E. – Principal Engineer

RE: Project Bid No. 4438 RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road (From Washington Street to Arbor Drive)

DATE: April 30, 2025

The Department of Public Works in conjunction with South Norwalk Electric and Water (SNEW) have prepared plans for shared Project 4438 RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road (From Washington Street to Arbor Drive). This joint project consists of the water main installation, paving, and installation of curbs and sidewalks for Flax Hill Avenue between Washington Street and Arbor Drive.

On April 24, 2025, the Purchasing Agent received three (3) bid packages from various construction firms for the above referenced project and the apparent low bidder for the Base Bid & Alternate 1 is Guerrero Construction Company. This is designated for the Base Bid (\$2,655,816.80 - Responsibility of the City of Norwalk) & Alternate 1 (\$1,985,560.00 - responsibility of SNEW). Both the Department of Public Works and SNEW have agreed to award this bidder.

I have attached a copy of the selection results received from three (3) bidders for your reference, including an itemized comparison of the three (3) apparent low responsive bid results and Engineer's Estimate for your reference.

Therefore, I would like to request that the following items be included on the agenda for the May 6, 2025 Public Works Committee meeting:

- 1) a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Guerrero Construction Company, Inc. for Project RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road (From Washington Street to Arbor Drive) for a sum not to exceed \$2,655,816.80 (Base Bid – funded by the City of Norwalk) & \$1,985,560.00 (Alternate 1 – funded by SNEW).
- b. Authorize the Mayor Harry W. Rilling, to execute a Funding Agreement between the City of Norwalk and Second Taxing District to fund the Alternate 1 Bid in the amount



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
James Meehan, P.E.
Principal Engineer /
Department of Engineering
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7731
www.norwalkct.gov
jmeehan@norwalkct.gov

of the \$1,985,560.00 under the City's contract with Guerrera Construction Company, Inc. for Project RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road.

Account No.

0924 4021 5777 C0021
0925 4021 5777 C0021
0926 4021 5777 C0021
0919 4021 5777 C0318
0925 4021 5777 C0318
0926 4021 5777 C0318
0925 4021 5777 C0440
010000-2362

- 2) Authorize the Chief of Operations and Public Works to execute orders on the contract with Guerrera Construction Company, Inc. for Project RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road (From Washington Street to Arbor Drive) for a sum not to exceed \$464,137.68.

Account No.

0924 4021 5777 C0021
0925 4021 5777 C0021
0926 4021 5777 C0021
0919 4021 5777 C0318
0925 4021 5777 C0318
0926 4021 5777 C0318
0925 4021 5777 C0440
010000-2362

A copy of the bid information from the Purchasing Department for Project 4438 RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road (From Washington Street to Arbor Drive).

<https://www.norwalkct.gov/DocumentCenter/Index/1773>



DEPARTMENT OF
ENGINEERING

City of Norwalk
Department of Operations and Public Works

Norwalk City Hall
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov

BID SHEET

CITY PROJECT: RD2025-2

ROADWAY PAVING AND SIDEWALKS AND WATER MAIN INSTALLATION
FOR FLAX HILL ROAD
(FROM WASHINGTON STREET TO ARBOR DRIVE)

DATE: THURSDAY, APRIL 24, 2025 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
The Grasso Companies, LLC 57 Viaduct Road Stamford, CT 06907	Base: \$2,442,761.96 Alternate 1: \$2,214,545.00 <u>Alternate 2: \$316,020.00</u> Total: \$4,973,326.96	15% Argonaut Insurance Company

Guerrera Construction Company, Inc. 154 Christian Street Oxford, CT 06478	Base: \$2,655,816.80 Alternate 1: \$1,985,560.00 <u>Alternate 2: \$327,910.00</u> Total: \$4,969,286.80	15% Zurich American Insurance Company
---	--	---------------------------------------

Apparent Low Bidder
Base Bid Plus Alternate 1 - \$4,641,376.80

B&W Paving & Landscaping, LLC 305 Butlertown Road Oakdale, CT 06370	Base: \$2,687,927.00 Alternate 1: \$2,384,300.00 <u>Alternate 2: \$340,200.00</u> Total: \$5,412,427.00	15% United States Fire Insurance Company
---	--	--

\$

%

\$

%

\$

%

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0201001A	CLEARING AND GRUBBING	1	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00
0202000	EARTH EXCAVATION	172	\$42.00	\$7,224.00	\$60.00	\$10,320.00	\$55.00	\$9,460.00	\$45.15	\$7,765.80
0202100	ROCK EXCAVATION	9	\$222.00	\$1,998.00	\$135.00	\$1,215.00	\$250.00	\$2,250.00	\$111.60	\$1,004.40
0202100A	ROCK EXCAVATION	275	\$200.00	\$55,000.00	\$0.00	\$0.00	\$250.00	\$68,750.00	\$60.00	\$16,500.00
0202312A	REMOVAL AND DISPOSAL OF CONTAMINATED SOIL	1	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
0202351A	UNSUITABLE MATERIAL EXCAVATION	90	\$40.00	\$3,600.00	\$0.00	\$0.00	\$60.00	\$5,400.00	\$15.00	\$1,350.00
0202451A	TEST PIT EXCAVATION	30	\$1,500.00	\$45,000.00	\$100.00	\$3,000.00	\$65.00	\$1,950.00	\$50.00	\$1,500.00
0202451A	TEST PIT EXCAVATION	400	\$300.00	\$120,000.00	\$0.00	\$0.00	\$65.00	\$26,000.00	\$50.00	\$20,000.00
0202529	CUT BITUMINOUS CONCRETE PAVEMENT	350	\$2.50	\$875.00	\$3.00	\$1,050.00	\$7.00	\$2,450.00	\$6.40	\$2,240.00
0207000A	BORROW	90	\$40.00	\$3,600.00	\$0.00	\$0.00	\$55.00	\$4,950.00	\$15.00	\$1,350.00
0209001	FORMATION OF SUBGRADE	390	\$5.00	\$1,950.00	\$4.00	\$1,560.00	\$6.00	\$2,340.00	\$6.90	\$2,691.00
0213001A	GRAVEL FILL	90	\$80.00	\$7,200.00	\$0.00	\$0.00	\$55.00	\$4,950.00	\$20.00	\$1,800.00
0219001	SEDIMENTATION CONTROL SYSTEM	5,000	\$5.00	\$25,000.00	\$5.00	\$25,000.00	\$6.00	\$30,000.00	\$6.75	\$33,750.00
0219011A	SEDIMENTATION CONTROL AT CATCH BASIN	26	\$150.00	\$3,900.00	\$200.00	\$5,200.00	\$200.00	\$5,200.00	\$224.90	\$5,847.40
0219011A	SEDIMENTATION CONTROL AT CATCH BASIN	23	\$150.00	\$3,450.00	\$0.00	\$0.00	\$200.00	\$4,600.00	\$100.00	\$2,300.00
0304002	PROCESSED AGGREGATE BASE	90	\$75.00	\$6,750.00	\$85.00	\$7,650.00	\$75.00	\$6,750.00	\$68.30	\$6,147.00
0406009A	5" TEMPORARY PAVEMENT REPAIR	25	\$90.00	\$2,250.00	\$0.00	\$0.00	\$150.00	\$3,750.00	\$60.00	\$1,500.00
0406170A	HMA SUPERPAVE 1.0" (25.4) LEVEL 2	89	\$300.00	\$26,700.00	\$150.00	\$13,350.00	\$200.00	\$17,800.00	\$140.00	\$12,460.00
0406171A	HMA SUPERPAVE 0.50" (12.5) LEVEL 2	1,500	\$175.00	\$262,500.00	\$150.00	\$225,000.00	\$160.00	\$240,000.00	\$140.00	\$210,000.00
0406172A	HMA SUPERPAVE 0.375" (9.5) LEVEL 2	1,500	\$175.00	\$262,500.00	\$150.00	\$225,000.00	\$165.00	\$247,500.00	\$140.00	\$210,000.00
0406202A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	3,300	\$100.00	\$330,000.00	\$0.00	\$0.00	\$120.00	\$396,000.00	\$75.00	\$247,500.00
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	1,780	\$100.00	\$178,000.00	\$100.00	\$178,000.00	\$80.00	\$142,400.00	\$55.00	\$97,900.00
0406236	MATERIAL FOR TACK COAT	1,390	\$14.00	\$19,460.00	\$9.00	\$12,510.00	\$10.00	\$13,900.00	\$12.15	\$16,888.50
0406285A	FINE MILLING OF BIT. CONCRETE (0" - 4")	13,433	\$8.00	\$107,464.00	\$5.00	\$67,165.00	\$7.00	\$94,031.00	\$3.05	\$40,970.65
0406999A	ASPHALT ADJUSTMENT COST	1	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
0406027A	PRECAST BLOCK SEGMENTAL RETAINING WALL	194	\$55.00	\$10,670.00	\$150.00	\$29,100.00	\$120.00	\$23,280.00	\$100.00	\$19,400.00
0407831	CONVERT CATCH BASIN TO MANHOLE	1	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$2,950.00	\$2,950.00
0408001.10	TYPE "C" CATCH BASIN (0' - 10' DEEP)	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0586040.10	TYPE "C-L" CATCH BASIN (0' - 10' DEEP)	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,700.00	\$5,700.00
0586600A	RESET CATCH BASIN	24	\$1,100.00	\$26,400.00	\$1,200.00	\$28,800.00	\$1,200.00	\$28,800.00	\$1,675.00	\$40,200.00
0586650	RESET MANHOLE	36	\$1,100.00	\$39,600.00	\$1,000.00	\$36,000.00	\$1,200.00	\$43,200.00	\$1,570.00	\$56,520.00
0686000.12	12" R.C. PIPE (0' - 10' DEEP)	4	\$230.00	\$920.00	\$600.00	\$2,400.00	\$150.00	\$600.00	\$80.00	\$320.00
0686231.12	12" HIGH DENSITY POLYETHYLENE PIPE (0' - 20')	5	\$185.00	\$925.00	\$175.00	\$875.00	\$500.00	\$2,500.00	\$40.00	\$200.00
0811001A	CONCRETE CURBING	7,995	\$45.00	\$359,775.00	\$47.00	\$375,765.00	\$60.00	\$479,700.00	\$52.35	\$418,538.25
0815003A	BITUMINOUS CONCRETE BERM	200	\$10.00	\$2,000.00	\$0.00	\$0.00	\$15.00	\$3,000.00	\$8.00	\$1,600.00
0915001A	TREE PROTECTION	8	\$300.00	\$2,400.00	\$1,000.00	\$8,000.00	\$500.00	\$4,000.00	\$5,000.00	\$40,000.00
0915003	TREE ROOT PROTECTION	2	\$200.00	\$400.00	\$750.00	\$1,500.00	\$600.00	\$1,200.00	\$130.00	\$260.00
0921001A	CONCRETE SIDEWALK	25,645	\$15.00	\$384,675.00	\$15.00	\$384,675.00	\$20.00	\$512,900.00	\$12.00	\$307,740.00
0921005A	CONCRETE SIDEWALK RAMP	2,690	\$25.00	\$67,250.00	\$16.00	\$43,040.00	\$24.00	\$64,560.00	\$36.80	\$98,992.00
0921011A	CONCRETE DRIVEWAY RAMP	1,300	\$20.00	\$26,000.00	\$17.00	\$22,100.00	\$24.00	\$31,200.00	\$170.00	\$221,000.00
0921048A	DETECTABLE WARNING SURFACE	330	\$30.00	\$9,900.00	\$250.00	\$82,500.00	\$50.00	\$16,500.00	\$43.15	\$14,239.50
0922497A	TEMPORARY BITUMINOUS CONCRETE SIDEWALK/DRIVEWAY	100	\$65.00	\$6,500.00	\$0.00	\$0.00	\$45.00	\$4,500.00	\$30.00	\$3,000.00
0922501A	BITUMINOUS CONCRETE DRIVEWAY	350	\$65.00	\$22,750.00	\$80.00	\$28,000.00	\$75.00	\$26,250.00	\$71.05	\$24,867.50
0939001	SWEEPING FOR DUST CONTROL	14	\$195.00	\$2,730.00	\$175.00	\$2,450.00	\$100.00	\$1,400.00	\$82.75	\$1,158.50
0942001	CALCIUM CHLORIDE FOR DUST CONTROL	1	\$1,125.00	\$1,125.00	\$1,700.00	\$1,700.00	\$100.00	\$100.00	\$1,863.10	\$1,863.10
0943001	WATER FOR DUST CONTROL	30	\$1.00	\$30.00	\$125.00	\$3,750.00	\$10.00	\$300.00	\$6.45	\$193.50
0944004A	FURNISHING AND PLACING TOPSOIL	420	\$85.00	\$35,700.00	\$16.00	\$6,720.00	\$100.00	\$42,000.00	\$11.35	\$4,767.00
0944004A	FURNISHING AND PLACING TOPSOIL	325	\$85.00	\$27,625.00	\$0.00	\$0.00	\$100.00	\$32,500.00	\$30.00	\$9,750.00
0950004	TURF ESTABLISHMENT	2,455	\$3.50	\$8,592.50	\$3.00	\$7,365.00	\$5.00	\$12,275.00	\$2.80	\$6,874.00
0950004A	TURF ESTABLISHMENT	1,950	\$3.50	\$6,825.00	\$0.00	\$0.00	\$5.00	\$9,750.00	\$5.00	\$9,750.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	1,000	\$68.00	\$68,000.00	\$70.00	\$70,000.00	\$70.00	\$70,000.00	\$24.80	\$24,800.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	320	\$68.00	\$21,760.00	\$0.00	\$0.00	\$70.00	\$22,400.00	\$75.00	\$24,000.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$75,000.00	\$75,000.00	\$60,000.00	\$60,000.00	\$55,000.00	\$55,000.00	\$75,000.00	\$75,000.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$140,000.00	\$140,000.00	\$75,000.00	\$75,000.00	\$78,000.00	\$78,000.00	\$74,270.00	\$74,270.00

Apparent Low Bidder			Second Bidder		Third Bidder		Engineering's Estima	
Items	Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$69,000.00	\$69,000.00
09800002A	PROJECT SURVEY AND STAKEOUT	1	\$25,000.00	\$25,000.00	\$45,000.00	\$45,000.00	\$15,000.00	\$15,000.00
1002203	TRAFFIC CONTROL FOUNDATION PEDESTAL - TYPE 1	3	\$2,700.00	\$8,100.00	\$2,500.00	\$7,500.00	\$1,500.00	\$4,500.00
1010905	RESET CONCRETE HANDHOLE	1	\$1,100.00	\$1,100.00	\$575.00	\$575.00	\$600.00	\$600.00
11118012A	REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT	1	\$35,000.00	\$35,000.00	\$23,000.00	\$23,000.00	\$25,000.00	\$25,000.00
11131002A	REMOTE CONTROL CHANGEABLE MESSAGE SIGN	50	\$150.00	\$7,500.00	\$0.00	\$0.00	\$50.00	\$2,500.00
1206023A	REMOVAL AND RELOCATION OF EXISTING SIGNS	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1208931	SIGN FACE-SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING)	50	\$95.00	\$4,750.00	\$85.00	\$4,250.00	\$90.00	\$4,500.00
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	3,081	\$0.70	\$2,156.70	\$0.44	\$1,355.64	\$1.00	\$3,081.00
1210102	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS	6,603	\$0.70	\$4,622.10	\$0.44	\$2,905.32	\$1.00	\$6,603.00
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	2,209	\$4.50	\$9,940.50	\$4.00	\$8,836.00	\$3.00	\$6,627.00
1210109	6" WHITE EPOXY RESIN PAVEMENT MARKINGS	2,480	\$0.80	\$1,984.00	\$1.00	\$2,480.00	\$1.50	\$3,720.00
1301080A	4-INCH DUCTILE IRON PIPE (WATER MAIN)	30	\$150.00	\$4,500.00	\$0.00	\$0.00	\$150.00	\$4,500.00
1301081A	6-INCH DUCTILE IRON PIPE (WATER MAIN)	40	\$160.00	\$6,400.00	\$0.00	\$0.00	\$200.00	\$8,000.00
1301082A	8-INCH DUCTILE IRON PIPE (WATER MAIN)	140	\$190.00	\$26,600.00	\$0.00	\$0.00	\$225.00	\$31,500.00
1301084A	12-INCH DUCTILE IRON PIPE (WATER MAIN)	2,950	\$190.00	\$560,500.00	\$0.00	\$0.00	\$285.00	\$840,750.00
1301094A	DUCTILE IRON FITTINGS	1,200	\$6.00	\$7,200.00	\$0.00	\$0.00	\$15.00	\$18,000.00
1301303A	1" COPPER PIPE (TYPE K)	650	\$100.00	\$65,000.00	\$0.00	\$0.00	\$100.00	\$65,000.00
1301305A	1 1/2" COPPER PIPE (TYPE K)	50	\$100.00	\$5,000.00	\$0.00	\$0.00	\$120.00	\$6,000.00
1301324A	RECONNECT COPPER SERVICE (WATER MAIN)	32	\$2,500.00	\$80,000.00	\$0.00	\$0.00	\$2,000.00	\$64,000.00
1301904A	TEMPORARY BY-PASS	1	\$250,000.00	\$250,000.00	\$0.00	\$0.00	\$350,000.00	\$350,000.00
1302002A	4-INCH GATE VALVE	1	\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
1302003A	6-INCH GATE VALVE	2	\$2,250.00	\$4,500.00	\$0.00	\$0.00	\$2,500.00	\$5,000.00
1302004A	8-INCH GATE VALVE	4	\$2,750.00	\$11,000.00	\$0.00	\$0.00	\$3,500.00	\$14,000.00
1302006A	12-INCH GATE VALVE	12	\$3,000.00	\$36,000.00	\$0.00	\$0.00	\$6,000.00	\$72,000.00
1302058A	ABANDON WATER MAIN	1	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00
1302060A	RESET GATE BOXES	10	\$750.00	\$7,500.00	\$460.00	\$4,600.00	\$300.00	\$3,000.00
1303195A	REMOVE HYDRANT (WATER MAIN)	3	\$1,600.00	\$4,800.00	\$0.00	\$0.00	\$2,000.00	\$6,000.00
1303195A	REMOVE HYDRANT (WATER MAIN)	3	\$1,600.00	\$4,800.00	\$0.00	\$0.00	\$2,000.00	\$6,000.00

Project Number : RD2025-2 GENERAL BASE BID + ALT 1

Project Name : ROADWAY PAVING, SIDEWALKS AND WATER MAIN INSTALLATION FOR FLAX HILL ROAD (FROM WASHINGTON STREET TO ARBOR DRIVE)

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1303204A	HYDRANT ASSEMBLY (WATER MAIN)	5	\$9,000.00	\$45,000.00	\$0.00	\$0.00	\$8,000.00	\$40,000.00	\$10,000.00	\$50,000.00
1303379A	TEMPORARY SERVICE CONNECTIONS (WATER MAIN)	16	\$2,000.00	\$32,000.00	\$0.00	\$0.00	\$2,000.00	\$32,000.00	\$3,000.00	\$48,000.00
			\$4,641,376.80		\$2,442,761.96		\$5,072,227.00		\$4,031,976.85	
INCOMPLETE BID										

Apparent Low Bidder : GUERRERA CONSTRUCTION COMPANY, INC.

Second Bidder : THE GRASSO COMPANIES LLC

Third Bidder : B&W PAVING & LANDSCAPING LLC



CITY OF NORWALK
James Meehan, P.E.
*Principal Engineer /
Department of Engineering*
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7731
www.norwalkct.gov
jmeehan@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works

FROM: James Meehan, P.E. – Principal Engineer

RE: Project Bid No. 4438 RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road (From Washington Street to Arbor Drive)

DATE: April 30, 2025

The Department of Public Works in conjunction with South Norwalk Electric and Water (SNEW) have prepared plans for shared Project 4438 RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road (From Washington Street to Arbor Drive). This joint project consists of the water main installation, paving, and installation of curbs and sidewalks for Flax Hill Avenue between Washington Street and Arbor Drive.

On April 24, 2025, the Purchasing Agent received three (3) bid packages from various construction firms for the above referenced project and the apparent low bidder for the Base Bid & Alternate 1 is Guerrero Construction Company. This is designated for the Base Bid (\$2,655,816.80 - Responsibility of the City of Norwalk) & Alternate 1 (\$1,985,560.00 - responsibility of SNEW). Both the Department of Public Works and SNEW have agreed to award this bidder.

I have attached a copy of the selection results received from three (3) bidders for your reference, including an itemized comparison of the three (3) apparent low responsive bid results and Engineer's Estimate for your reference.

Therefore, I would like to request that the following items be included on the agenda for the May 6, 2025 Public Works Committee meeting:

- 1) a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Guerrero Construction Company, Inc. for Project RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road (From Washington Street to Arbor Drive) for a sum not to exceed \$2,655,816.80 (Base Bid – funded by the City of Norwalk) & \$1,985,560.00 (Alternate 1 – funded by SNEW).
- b. Authorize the Mayor Harry W. Rilling, to execute a Funding Agreement between the City of Norwalk and Second Taxing District to fund the Alternate 1 Bid in the amount



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
James Meehan, P.E.
Principal Engineer /
Department of Engineering
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7731
www.norwalkct.gov
jmeehan@norwalkct.gov

of the \$1,985,560.00 under the City's contract with Guerrera Construction Company, Inc. for Project RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road.

Account No.

0924 4021 5777 C0021
0925 4021 5777 C0021
0926 4021 5777 C0021
0919 4021 5777 C0318
0925 4021 5777 C0318
0926 4021 5777 C0318
0925 4021 5777 C0440
010000-2362

- 2) Authorize the Chief of Operations and Public Works to execute orders on the contract with Guerrera Construction Company, Inc. for Project RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road (From Washington Street to Arbor Drive) for a sum not to exceed \$464,137.68.

Account No.

0924 4021 5777 C0021
0925 4021 5777 C0021
0926 4021 5777 C0021
0919 4021 5777 C0318
0925 4021 5777 C0318
0926 4021 5777 C0318
0925 4021 5777 C0440
010000-2362

A copy of the bid information from the Purchasing Department for Project 4438 RD2025-2 - Roadway Paving, Sidewalks and Water Main Installation for Flax Hill Road (From Washington Street to Arbor Drive).

<https://www.norwalkct.gov/DocumentCenter/Index/1773>



DEPARTMENT OF
ENGINEERING

City of Norwalk
Department of Operations and Public Works

Norwalk City Hall
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov

BID SHEET

CITY PROJECT: RD2025-2

ROADWAY PAVING AND SIDEWALKS AND WATER MAIN INSTALLATION
FOR FLAX HILL ROAD
(FROM WASHINGTON STREET TO ARBOR DRIVE)

DATE: THURSDAY, APRIL 24, 2025 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
The Grasso Companies, LLC 57 Viaduct Road Stamford, CT 06907	Base: \$2,442,761.96 Alternate 1: \$2,214,545.00 <u>Alternate 2: \$316,020.00</u> Total: \$4,973,326.96	15% Argonaut Insurance Company

Guerrera Construction Company, Inc. 154 Christian Street Oxford, CT 06478	Base: \$2,655,816.80 Alternate 1: \$1,985,560.00 <u>Alternate 2: \$327,910.00</u> Total: \$4,969,286.80	15% Zurich American Insurance Company
---	--	---------------------------------------

Apparent Low Bidder
Base Bid Plus Alternate 1 - \$4,641,376.80

B&W Paving & Landscaping, LLC 305 Butlertown Road Oakdale, CT 06370	Base: \$2,687,927.00 Alternate 1: \$2,384,300.00 <u>Alternate 2: \$340,200.00</u> Total: \$5,412,427.00	15% United States Fire Insurance Company
---	--	--

\$

%

\$

%

\$

%

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0201001A	CLEARING AND GRUBBING	1	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00
0202000	EARTH EXCAVATION	172	\$42.00	\$7,224.00	\$60.00	\$10,320.00	\$55.00	\$9,460.00	\$45.15	\$7,765.80
0202100	ROCK EXCAVATION	9	\$222.00	\$1,998.00	\$135.00	\$1,215.00	\$250.00	\$2,250.00	\$111.60	\$1,004.40
0202100A	ROCK EXCAVATION	275	\$200.00	\$55,000.00	\$0.00	\$0.00	\$250.00	\$68,750.00	\$60.00	\$16,500.00
0202312A	REMOVAL AND DISPOSAL OF CONTAMINATED SOIL	1	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
0202351A	UNSUITABLE MATERIAL EXCAVATION	90	\$40.00	\$3,600.00	\$0.00	\$0.00	\$60.00	\$5,400.00	\$15.00	\$1,350.00
0202451A	TEST PIT EXCAVATION	30	\$1,500.00	\$45,000.00	\$100.00	\$3,000.00	\$65.00	\$1,950.00	\$50.00	\$1,500.00
0202451A	TEST PIT EXCAVATION	400	\$300.00	\$120,000.00	\$0.00	\$0.00	\$65.00	\$26,000.00	\$50.00	\$20,000.00
0202529	CUT BITUMINOUS CONCRETE PAVEMENT	350	\$2.50	\$875.00	\$3.00	\$1,050.00	\$7.00	\$2,450.00	\$6.40	\$2,240.00
0207000A	BORROW	90	\$40.00	\$3,600.00	\$0.00	\$0.00	\$55.00	\$4,950.00	\$15.00	\$1,350.00
0209001	FORMATION OF SUBGRADE	390	\$5.00	\$1,950.00	\$4.00	\$1,560.00	\$6.00	\$2,340.00	\$6.90	\$2,691.00
0213001A	GRAVEL FILL	90	\$80.00	\$7,200.00	\$0.00	\$0.00	\$55.00	\$4,950.00	\$20.00	\$1,800.00
0219001	SEDIMENTATION CONTROL SYSTEM	5,000	\$5.00	\$25,000.00	\$5.00	\$25,000.00	\$6.00	\$30,000.00	\$6.75	\$33,750.00
0219011A	SEDIMENTATION CONTROL AT CATCH BASIN	26	\$150.00	\$3,900.00	\$200.00	\$5,200.00	\$200.00	\$5,200.00	\$224.90	\$5,847.40
0219011A	SEDIMENTATION CONTROL AT CATCH BASIN	23	\$150.00	\$3,450.00	\$0.00	\$0.00	\$200.00	\$4,600.00	\$100.00	\$2,300.00
0304002	PROCESSED AGGREGATE BASE	90	\$75.00	\$6,750.00	\$85.00	\$7,650.00	\$75.00	\$6,750.00	\$68.30	\$6,147.00
0406009A	5" TEMPORARY PAVEMENT REPAIR	25	\$90.00	\$2,250.00	\$0.00	\$0.00	\$150.00	\$3,750.00	\$60.00	\$1,500.00
0406170A	HMA SUPERPAVE 1.0" (25.4) LEVEL 2	89	\$300.00	\$26,700.00	\$150.00	\$13,350.00	\$200.00	\$17,800.00	\$140.00	\$12,460.00
0406171A	HMA SUPERPAVE 0.50" (12.5) LEVEL 2	1,500	\$175.00	\$262,500.00	\$150.00	\$225,000.00	\$160.00	\$240,000.00	\$140.00	\$210,000.00
0406172A	HMA SUPERPAVE 0.375" (9.5) LEVEL 2	1,500	\$175.00	\$262,500.00	\$150.00	\$225,000.00	\$165.00	\$247,500.00	\$140.00	\$210,000.00
0406202A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	3,300	\$100.00	\$330,000.00	\$0.00	\$0.00	\$120.00	\$396,000.00	\$75.00	\$247,500.00
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	1,780	\$100.00	\$178,000.00	\$100.00	\$178,000.00	\$80.00	\$142,400.00	\$55.00	\$97,900.00
0406236	MATERIAL FOR TACK COAT	1,390	\$14.00	\$19,460.00	\$9.00	\$12,510.00	\$10.00	\$13,900.00	\$12.15	\$16,888.50
0406285A	FINE MILLING OF BIT. CONCRETE (0" - 4")	13,433	\$8.00	\$107,464.00	\$5.00	\$67,165.00	\$7.00	\$94,031.00	\$3.05	\$40,970.65
0406999A	ASPHALT ADJUSTMENT COST	1	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
0406027A	PRECAST BLOCK SEGMENTAL RETAINING WALL	194	\$55.00	\$10,670.00	\$150.00	\$29,100.00	\$120.00	\$23,280.00	\$100.00	\$19,400.00
0407831	CONVERT CATCH BASIN TO MANHOLE	1	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$2,950.00	\$2,950.00
0408001.10	TYPE "C" CATCH BASIN (0' - 10' DEEP)	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0586040.10	TYPE "C-L" CATCH BASIN (0' - 10' DEEP)	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,700.00	\$5,700.00
0586600A	RESET CATCH BASIN	24	\$1,100.00	\$26,400.00	\$1,200.00	\$28,800.00	\$1,200.00	\$28,800.00	\$1,675.00	\$40,200.00
0586650	RESET MANHOLE	36	\$1,100.00	\$39,600.00	\$1,000.00	\$36,000.00	\$1,200.00	\$43,200.00	\$1,570.00	\$56,520.00
0686000.12	12" R.C. PIPE (0' - 10' DEEP)	4	\$230.00	\$920.00	\$600.00	\$2,400.00	\$150.00	\$600.00	\$80.00	\$320.00
0686231.12	12" HIGH DENSITY POLYETHYLENE PIPE (0' - 20')	5	\$185.00	\$925.00	\$175.00	\$875.00	\$500.00	\$2,500.00	\$40.00	\$200.00
0811001A	CONCRETE CURBING	7,995	\$45.00	\$359,775.00	\$47.00	\$375,765.00	\$60.00	\$479,700.00	\$52.35	\$418,538.25
0815003A	BITUMINOUS CONCRETE BERM	200	\$10.00	\$2,000.00	\$0.00	\$0.00	\$15.00	\$3,000.00	\$8.00	\$1,600.00
0915001A	TREE PROTECTION	8	\$300.00	\$2,400.00	\$1,000.00	\$8,000.00	\$500.00	\$4,000.00	\$5,000.00	\$40,000.00
0915003	TREE ROOT PROTECTION	2	\$200.00	\$400.00	\$750.00	\$1,500.00	\$600.00	\$1,200.00	\$130.00	\$260.00
0921001A	CONCRETE SIDEWALK	25,645	\$15.00	\$384,675.00	\$15.00	\$384,675.00	\$20.00	\$512,900.00	\$12.00	\$307,740.00
0921005A	CONCRETE SIDEWALK RAMP	2,690	\$25.00	\$67,250.00	\$16.00	\$43,040.00	\$24.00	\$64,560.00	\$36.80	\$98,992.00
0921011A	CONCRETE DRIVEWAY RAMP	1,300	\$20.00	\$26,000.00	\$17.00	\$22,100.00	\$24.00	\$31,200.00	\$170.00	\$221,000.00
0921048A	DETECTABLE WARNING SURFACE	330	\$30.00	\$9,900.00	\$250.00	\$82,500.00	\$50.00	\$16,500.00	\$43.15	\$14,239.50
0922497A	TEMPORARY BITUMINOUS CONCRETE SIDEWALK/DRIVEWAY	100	\$65.00	\$6,500.00	\$0.00	\$0.00	\$45.00	\$4,500.00	\$30.00	\$3,000.00
0922501A	BITUMINOUS CONCRETE DRIVEWAY	350	\$65.00	\$22,750.00	\$80.00	\$28,000.00	\$75.00	\$26,250.00	\$71.05	\$24,867.50
0939001	SWEEPING FOR DUST CONTROL	14	\$195.00	\$2,730.00	\$175.00	\$2,450.00	\$100.00	\$1,400.00	\$82.75	\$1,158.50
0942001	CALCIUM CHLORIDE FOR DUST CONTROL	1	\$1,125.00	\$1,125.00	\$1,700.00	\$1,700.00	\$100.00	\$100.00	\$1,863.10	\$1,863.10
0943001	WATER FOR DUST CONTROL	30	\$1.00	\$30.00	\$125.00	\$3,750.00	\$10.00	\$300.00	\$6.45	\$193.50
0944004A	FURNISHING AND PLACING TOPSOIL	420	\$85.00	\$35,700.00	\$16.00	\$6,720.00	\$100.00	\$42,000.00	\$11.35	\$4,767.00
0944004A	FURNISHING AND PLACING TOPSOIL	325	\$85.00	\$27,625.00	\$0.00	\$0.00	\$100.00	\$32,500.00	\$30.00	\$9,750.00
0950004	TURF ESTABLISHMENT	2,455	\$3.50	\$8,592.50	\$3.00	\$7,365.00	\$5.00	\$12,275.00	\$2.80	\$6,874.00
0950004A	TURF ESTABLISHMENT	1,950	\$3.50	\$6,825.00	\$0.00	\$0.00	\$5.00	\$9,750.00	\$5.00	\$9,750.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	1,000	\$68.00	\$68,000.00	\$70.00	\$70,000.00	\$70.00	\$70,000.00	\$24.80	\$24,800.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	320	\$68.00	\$21,760.00	\$0.00	\$0.00	\$70.00	\$22,400.00	\$75.00	\$24,000.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$75,000.00	\$75,000.00	\$60,000.00	\$60,000.00	\$55,000.00	\$55,000.00	\$75,000.00	\$75,000.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$140,000.00	\$140,000.00	\$75,000.00	\$75,000.00	\$78,000.00	\$78,000.00	\$74,270.00	\$74,270.00

Project Number : RD2025-2 GENERAL BASE BID + ALT 1

Project Name : ROADWAY PAVING, SIDEWALKS AND WATER MAIN INSTALLATION FOR FLAX HILL ROAD (FROM WASHINGTON STREET TO ARBOR DRIVE)

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estimate	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$69,000.00	\$69,000.00	\$45,200.00	\$45,200.00
09800002A	PROJECT SURVEY AND STAKEOUT	1	\$25,000.00	\$25,000.00	\$45,000.00	\$45,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00
1002203	TRAFFIC CONTROL FOUNDATION PEDESTAL - TYPE 1	3	\$2,700.00	\$8,100.00	\$2,500.00	\$7,500.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00
1010905	RESET CONCRETE HANDHOLE	1	\$1,100.00	\$1,100.00	\$575.00	\$575.00	\$600.00	\$600.00	\$830.00	\$830.00
11118012A	REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT	1	\$35,000.00	\$35,000.00	\$23,000.00	\$23,000.00	\$25,000.00	\$25,000.00	\$1,000.00	\$1,000.00
11131002A	REMOTE CONTROL CHANGEABLE MESSAGE SIGN	50	\$150.00	\$7,500.00	\$0.00	\$0.00	\$50.00	\$2,500.00	\$30.00	\$1,500.00
1206023A	REMOVAL AND RELOCATION OF EXISTING SIGNS	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00
1208931	SIGN FACE-SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING)	50	\$95.00	\$4,750.00	\$85.00	\$4,250.00	\$90.00	\$4,500.00	\$90.00	\$4,500.00
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	3,081	\$0.70	\$2,156.70	\$0.44	\$1,355.64	\$1.00	\$3,081.00	\$1.15	\$3,543.15
1210102	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS	6,603	\$0.70	\$4,622.10	\$0.44	\$2,905.32	\$1.00	\$6,603.00	\$0.95	\$6,272.85
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	2,209	\$4.50	\$9,940.50	\$4.00	\$8,836.00	\$3.00	\$6,627.00	\$6.75	\$14,910.75
1210109	6" WHITE EPOXY RESIN PAVEMENT MARKINGS	2,480	\$0.80	\$1,984.00	\$1.00	\$2,480.00	\$1.50	\$3,720.00	\$1.15	\$2,852.00
1301080A	4-INCH DUCTILE IRON PIPE (WATER MAIN)	30	\$150.00	\$4,500.00	\$0.00	\$0.00	\$150.00	\$4,500.00	\$70.00	\$2,100.00
1301081A	6-INCH DUCTILE IRON PIPE (WATER MAIN)	40	\$160.00	\$6,400.00	\$0.00	\$0.00	\$200.00	\$8,000.00	\$90.00	\$3,600.00
1301082A	8-INCH DUCTILE IRON PIPE (WATER MAIN)	140	\$190.00	\$26,600.00	\$0.00	\$0.00	\$225.00	\$31,500.00	\$160.00	\$22,400.00
1301084A	12-INCH DUCTILE IRON PIPE (WATER MAIN)	2,950	\$190.00	\$560,500.00	\$0.00	\$0.00	\$285.00	\$840,750.00	\$200.00	\$590,000.00
1301094A	DUCTILE IRON FITTINGS	1,200	\$6.00	\$7,200.00	\$0.00	\$0.00	\$15.00	\$18,000.00	\$5.00	\$6,000.00
1301303A	1" COPPER PIPE (TYPE K)	650	\$100.00	\$65,000.00	\$0.00	\$0.00	\$100.00	\$65,000.00	\$90.00	\$58,500.00
1301305A	1 1/2" COPPER PIPE (TYPE K)	50	\$100.00	\$5,000.00	\$0.00	\$0.00	\$120.00	\$6,000.00	\$100.00	\$5,000.00
1301324A	RECONNECT COPPER SERVICE (WATER MAIN)	32	\$2,500.00	\$80,000.00	\$0.00	\$0.00	\$2,000.00	\$64,000.00	\$2,600.00	\$83,200.00
1301904A	TEMPORARY BY-PASS	1	\$250,000.00	\$250,000.00	\$0.00	\$0.00	\$350,000.00	\$350,000.00	\$81,000.00	\$81,000.00
1302002A	4-INCH GATE VALVE	1	\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
1302003A	6-INCH GATE VALVE	2	\$2,250.00	\$4,500.00	\$0.00	\$0.00	\$2,500.00	\$5,000.00	\$2,200.00	\$4,400.00
1302004A	8-INCH GATE VALVE	4	\$2,750.00	\$11,000.00	\$0.00	\$0.00	\$3,500.00	\$14,000.00	\$3,500.00	\$14,000.00
1302006A	12-INCH GATE VALVE	12	\$3,000.00	\$36,000.00	\$0.00	\$0.00	\$6,000.00	\$72,000.00	\$4,500.00	\$54,000.00
1302058A	ABANDON WATER MAIN	1	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00	\$9,000.00	\$9,000.00
1302060A	RESET GATE BOXES	10	\$750.00	\$7,500.00	\$460.00	\$4,600.00	\$300.00	\$3,000.00	\$575.00	\$5,750.00
1303195A	REMOVE HYDRANT (WATER MAIN)	3	\$1,600.00	\$4,800.00	\$0.00	\$0.00	\$2,000.00	\$6,000.00	\$1,000.00	\$3,000.00

Project Number : RD2025-2 GENERAL BASE BID + ALT 1

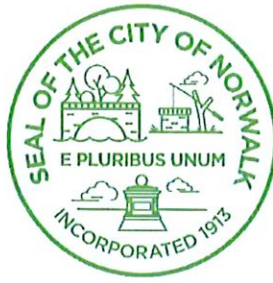
Project Name : ROADWAY PAVING, SIDEWALKS AND WATER MAIN INSTALLATION FOR FLAX HILL ROAD (FROM WASHINGTON STREET TO ARBOR DRIVE)

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1303204A	HYDRANT ASSEMBLY (WATER MAIN)	5	\$9,000.00	\$45,000.00	\$0.00	\$0.00	\$8,000.00	\$40,000.00	\$10,000.00	\$50,000.00
1303379A	TEMPORARY SERVICE CONNECTIONS (WATER MAIN)	16	\$2,000.00	\$32,000.00	\$0.00	\$0.00	\$2,000.00	\$32,000.00	\$3,000.00	\$48,000.00
			\$4,641,376.80		\$2,442,761.96		\$5,072,227.00		\$4,031,976.85	
INCOMPLETE BID										

Apparent Low Bidder : GUERRERA CONSTRUCTION COMPANY, INC.

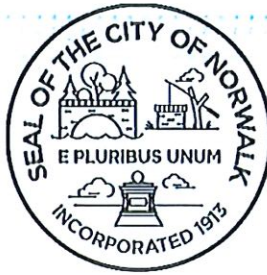
Second Bidder : THE GRASSO COMPANIES LLC

Third Bidder : B&W PAVING & LANDSCAPING LLC



Contract Staff Summary

Department/Staff Contact	DPW/Chris Torre
Common Council Committee	Public Works
Date Approved by Committee	N/A
Purpose/Scope	Purchase of (6) six 2025 Ford Escapes (plug-in hybrid vehicles)
Vendor (Indicate if new or existing vendor)	Gengras Ford, LLC.
Term of Contract	N/A
Method of Procurement (Indicate if sole source)	Cooperative purchasing agreement
Cost of Contract	\$ 221,437.20
Funding Source/Account Number	09264031-5777-C0716, 09256030-5777-C0486
Additional Information/Other Details	



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 4/29/25

DEPARTMENT: Operations

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

Check One:

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

TOTAL COST: \$221437.20 MUNIS Account: 09264031-5777-C0716
VENDOR: Gengras Ford LLC 09256030 5777 C0486

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Conners Purchasing Agent Date: 2025.04.30 12:58:31 -04'00'	☒	Supports	
	☐	Does Not Support	Department Head Name
	☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date 4/30/2025

JUSTIFICATION:

Purchase of 6 (six) 2025 Ford Escape PHEV (plug in hybrid electric vehicle) to replace 2007 Ford Taurus from the City Hall Car Fleet. This purchase is available on CT State Contract #24PSX0110 through Gengras Ford.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency _____

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com

Quote Number: **250429001**

Department:

STATE CONTRACT NO: 24PSX0110

Make	MY	Model	Contract Price
Ford	2025	Escape PHEV FWD (U0E)	\$ 35,750.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	AZ	Star White TC	\$ 995.00
2	HW	Part Vinyl / Part Clutch - Space Gray	\$ -
3	991	2.5L iVCT Atkinson Cycle I-4 Hybrid (PHEV)	\$ -
4	445	eCVT Transmission	\$ -
5	STD	Spare key - One (1)	\$ -
6	47B	Cargo Shade	\$ 135.00
7	50Q	Cargo Mat	\$ 100.00
8			\$ -
9			\$ -
10			\$ -
11			\$ -
12			\$ -
13			\$ -
14			\$ -
15			\$ -
16			\$ -
17			\$ -
18			\$ -
19			\$ -
20			\$ -
Total Options per Contract Price (list price)			\$ 1,230.00
Total Factory Options Discount (6%)			\$ (73.80)
Total Options per Contract Price (net price)			\$ 1,156.20

Gengras Ford, LLC

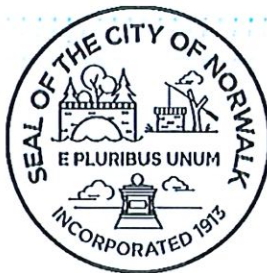
225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com



Page 2

Quote Number: **250429001**

Aftermarket Accessories				
	Vendor / Manufacturer	Hours	Description	List Price
1		0.0		\$ -
2		0.0		\$ -
3		0.0		\$ -
4		0.0		\$ -
5		0.0		\$ -
6		0.0		\$ -
7		0.0		\$ -
8		0.0		\$ -
Total Hours		0.0		
Total Aftermarket Options (list price)				\$ -
Cost Plus Mark up (5%)				\$ -
Total Hours x \$110 / hour rate				\$ -
Total Net Aftermarket Options plus Total Labor				\$ -
Trade Allowance				
Year	Make	VIN	Description / Mileage	Allowance
				\$ -
				\$ -
				\$ -
				\$ -
Total Trade in Allowance				\$ -
Comments:			Additional fees / Charges	
Budget price for discussion purposes only. 2025 Model Year order bank closes June 13th.			State of CT Trade in Assessment (Note: Fee is payable to State of CT):	\$ -
			Dealer Conveyance Fee (\$799.00)	\$ -
			Registration Fee (estimated)	\$ -
			DMV Inspection Fee (as required)	\$ -
			Total Additional Fees	\$ -
Customer:	City of Norwalk		Total (per unit)	\$ 36,906.20
FIN Code:	QQ243			
VIN:				
Quantity	6		Grand Total (all)	\$ 221,437.20



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 4/29/25

DEPARTMENT: Operations

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

Check One:

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

TOTAL COST: \$221437.20 MUNIS Account: 09264031-5777-C0716

VENDOR: Gengras Ford LLC 09256030 5777 C0486

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	☐	Supports	
Purchasing Agent Name	☐	Does Not Support	Department Head Name
Date	☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date 4/30/2025

JUSTIFICATION:

Purchase of 6 (six) 2025 Ford Escape PHEV (plug in hybrid electric vehicle) to replace 2007 Ford Taurus from the City Hall Car Fleet. This purchase is available on CT State Contract #24PSX0110 through Gengras Ford.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com

Quote Number: **250429001**

Department:

STATE CONTRACT NO: 24PSX0110

Make	MY	Model	Contract Price
Ford	2025	Escape PHEV FWD (U0E)	\$ 35,750.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	AZ	Star White TC	\$ 995.00
2	HW	Part Vinyl / Part Clutch - Space Gray	\$ -
3	991	2.5L iVCT Atkinson Cycle I-4 Hybrid (PHEV)	\$ -
4	445	eCVT Transmission	\$ -
5	STD	Spare key - One (1)	\$ -
6	47B	Cargo Shade	\$ 135.00
7	50Q	Cargo Mat	\$ 100.00
8			\$ -
9			\$ -
10			\$ -
11			\$ -
12			\$ -
13			\$ -
14			\$ -
15			\$ -
16			\$ -
17			\$ -
18			\$ -
19			\$ -
20			\$ -
Total Options per Contract Price (list price)			\$ 1,230.00
Total Factory Options Discount (6%)			\$ (73.80)
Total Options per Contract Price (net price)			\$ 1,156.20

**225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com**



Quote Number: 250429001

2025 Ford Escape PHEV



CITY OF NORWALK
James Meehan, P.E.
*Principal Engineer /
Department of Engineering*
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7731
www.norwalkct.gov
jmeehan@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
FROM: James Meehan, P.E. – Principal Engineer
RE: Drainage Engineering Services for Broad River Park at Silvermine Avenue
DATE: April 30, 2025

On August 12, 2019, the City of Norwalk entered into a contract agreement with Woodard & Curran, Inc., to provide on-call professional engineering services for storm drainage system evaluations in the area of New Canaan Ave and Ponus Ave.

Following a thorough review of the study findings for this area, the City has decided to move forward with a phased implementation of the project. As part of the initial phase, the City requested a proposal for the design of a drainage system within the lower portion of the study area—from Broad River Park at Silvermine Avenue to the outfall.

The engineering department has reviewed the submitted proposal and based on their basic approach to the project, the qualifications of the consulting team, their understanding of the drainage issues within the study area, the hourly chargeable rate and manpower requirements, it would be our recommendation to retain the services of Woodard & Curran, Inc., for professional engineering services for this project for an amount not to exceed \$397,700.00.

Therefore, we would like to request the following item be included on the agenda for the May 6, 2025 meeting of the Public Works Committee of the Common Council for approval:

1. Authorize the Mayor, Harry W. Rilling to execute an Eighth Amendment to the Woodard & Curran Agreement dated August 12, 2019, to provide Professional Engineering Services for stormwater drainage design services of the proposed stormwater improvements downstream of the Broad River Park in accordance with Professional Services Task Order dated April 11, 2025 for a sum not to exceed \$397,700.00

Account No. 09 25 4027-5777 C0712

A copy of the Professional Services Task Order is attached.

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

PROFESSIONAL SERVICES TASK ORDER

REVISED April 11, 2025

Exhibit A: Scope of Work

Storm Drainage Design Services – Broad River Park Drainage Improvements

At your request, Woodard & Curran is providing this task order for stormwater drainage design services of the proposed stormwater improvements downstream of the Broad River Park, in Norwalk, CT. The City of Norwalk (City) contracted directly with Stantec, Inc. to design, permit, and construct the park improvements and Woodard & Curran engaged as a subconsultant to Stantec to provide stormwater modeling support. At this time, Woodard & Curran will contract directly with the City to provide the services below.

BACKGROUND

Woodard & Curran completed the study "Flood Mitigation Analysis – New Canaan Avenue/Ponus Avenue" in June of 2022 to evaluate the storm drainage systems in the New Canaan/Ponus area 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, extent, and/or duration of flooding. The proposed improvements included a new trunk line and outfall to the Norwalk River. This new trunk line, which would replace undersized existing drainage infrastructure, would transect Broad River Park at the corner of Silvermine Avenue and Lakeview Drive.

The redevelopment of Broad River Park is currently underway, and the intent is for Woodard & Curran to incorporate the new park improvements designed by Stantec into our existing stormwater model and provide general design parameters for Stantec's use in the final design of the section of the new storm line within the limits of the park. The purpose of this proposal is to provide professional engineering services to design and permit the proposed downstream connection to the outfall to Norwalk River (between Silvermine Ave. and Lakeview Dr. and down Nutmeg Pl., see Figure 1 below:

Alternative 3C: Extended Trunkline

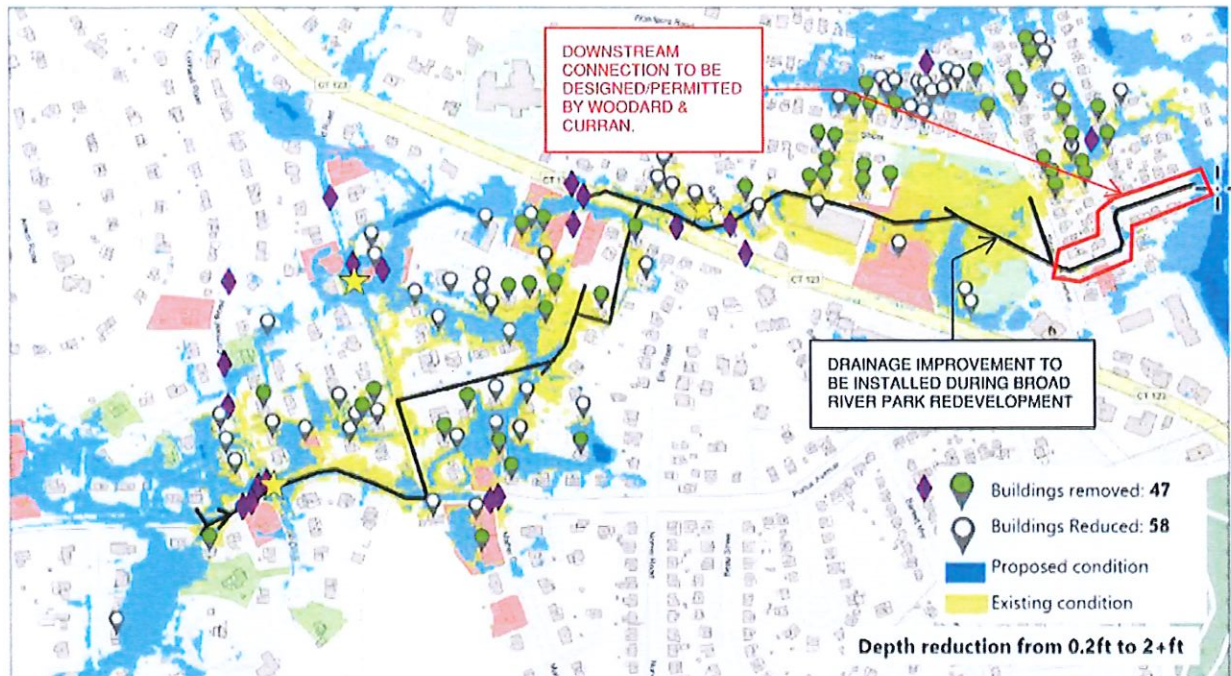


Figure 1 – Proposed Improvements from Woodard & Curran Study

SCOPE OF WORK:

Woodard & Curran will use the updated model of the New Canaan/Ponus drainage system based on Stantec's design and provide the following professional engineering services through preparation of construction bid documents:

PHASE 1.0 FIELD INVESTIGATION SERVICES

Task 1.1 Wetland Delineations

Woodard & Curran will retain a subconsultant to field delineate wetlands and 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). Prior to field work, the subconsultant 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. 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, the subconsultant will download and post-process GPS data and digitize the delineated boundaries of wetlands and waterbodies in a Geographic Information Systems (GIS) database. The subconsultant will prepare a technical report documenting the findings of the wetland and waterbody delineation. The technical report will be provided to the City 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. During this meeting, we will also discuss if additional permitting scope is required in addition to the permitting services detailed in Phase 3.0 of this Task Order. Note that additional permitting scope will be captured under a Contract Amendment for approval by the City.

We have included an allotment of \$13,000 for completion of wetland delineations. Once authorized by the City, we will request proposals from subcontractors and will provide a Contract Amendment if the selected proposals are above the allowances provided in this task order.

Task 1.2 Topographic and Boundary Survey

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

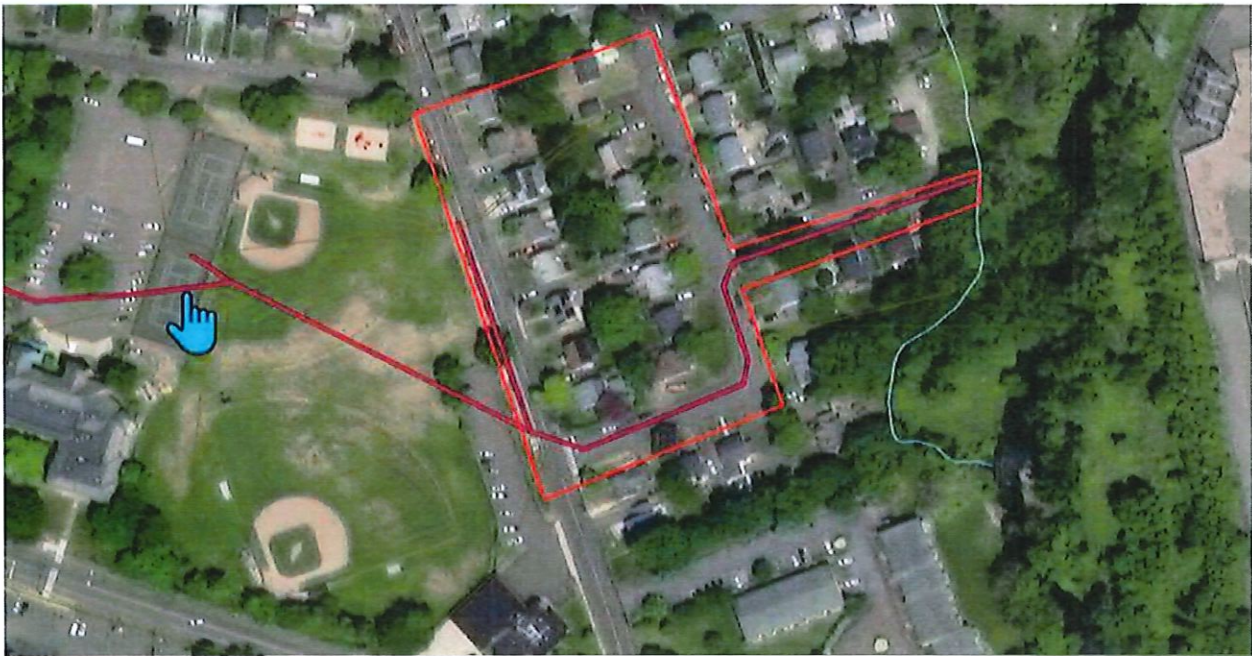


Figure 2 – Approximate Project Limits

Survey work will be performed in accordance with the regulations of Connecticut State Agencies, Sections 20-300b-1 through 20-300b-20 and the "Standards for Surveys and Maps in the State of Connecticut" as adopted by The Connecticut Association of Land Surveyors.

The survey will depict features within the project limits including but not limited to buildings with finished floor elevations, structures, surface utility hardware, fences, walls, curbing, driveways, sidewalks, striping, roadways, signs, tree lines, individual trees 6" and above, mailboxes, planters, decorative landscaping, and contours at one-foot intervals. Underground utilities will be compiled and plotted from visible surface evidence and available record drawings provided by utility companies, and invert elevations for storm and sanitary structures will be obtained and plotted when accessible. The survey will conform to horizontal accuracy class A-2 and topographic accuracy class T-2. Property lines will be depicted from available record information and conform to horizontal accuracy class D. All mapping completed for this project will reference the Connecticut State Plane Coordinate System, NAD83, and the North American Vertical Datum of 1988.

We have included an allotment of \$15,000 for the completion of surveying services. Once authorized by the City, we will request proposals from subcontractors and will provide a Contract Amendment if the selected proposals are above the allowances provided in this task order.

Task 1.3 Geotechnical Investigation

Woodard & Curran will retain a subconsultant to provide a geotechnical investigation for the project. The subconsultant 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 6 borings drilled to an approximate depth of 20 feet below the ground surface, or refusal, whichever is shallower. This work assumes limited encroachment to private properties under existing easements.
- 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
- Provide utility locating services to assist in determining areas of utility conflicts.

We have included an allotment of \$55,000 for completion of the geotechnical investigations. Once authorized by the City, we will request proposals from subcontractors and will provide a Contract Amendment if the selected proposals are above the allowances provided in this task order.

PHASE 2.0 DESIGN SERVICES

Design Development

Design development services include updating our model with the proposed downstream improvements, developing plans and specifications as follows;

- A. Final Design: Woodard & Curran will design the proposed stormwater improvements to the downstream area of the redeveloped Broad River Park to reduce the frequency, extents, and duration of *localized* flooding concerns. This analysis will be completed using an updated model which includes Stantec's proposed improvements to Broad River Park. Woodard & Curran will also prepare a Design Basis Report for the proposed improvements.
- B. Project Drawings: Woodard & Curran will develop plans depicting the existing conditions and proposed design within the project limits. Components of the design (i.e., storm drains, drainage infrastructure, surface restorations, etc.) 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.
- C. Technical Specifications: Woodard & Curran 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 818, 2020 as revised by Supplemental Specifications, most recently dated July 2023 (otherwise referred to as "Form 818").

Woodard & Curran shall work collaboratively with the City of Norwalk Department of 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. Woodard & Curran will provide review and comments on City-provided Special Provisions.

- D. Opinion of Probable Construction Costs: Woodard & Curran will prepare an opinion of probable construction cost for the work at the 30% and 90% level design stages. 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 Woodard & Curran's experience with similar work.
- E. Deliverables: Woodard & Curran will provide the City a set of 30%, 60% and 90% design plans and technical specifications, 30% and 90% Engineers Opinion of Probable Construction Cost (EOPCC) and a Design Basis Report (DBR) for review and comment. Woodard & Curran will revise the plans and specifications to address City comments after each submittal, culminating in a final set of plans, specifications, EOPCC, and DBR for the City to incorporate into the final Bid Documents.
- F. Meetings: Woodard & Curran will attend meetings with City staff to review the progress of the design and deliverables, as needed and within the project fee.

PHASE 3.0 PERMITTING SERVICES

Based on initial desktop reconnaissance for this proposed project area, below are the project specifics which will impact the required permitting for this project:

- Broad River Park is located in the Civic District Zone.
- Broad River Park is not located in the Coastal Area Management Zone/Coastal Boundary.
- Proposed project disturbance is estimated to be less than 1 acre. We assume that this project is considered a “locally approved project” because the project will be reviewed by the City of Norwalk Conservation Commission and Inland Wetland Agency.
- Broad River Park is in the Aquifer Protection Area and is a final designated Level A area. Per our interpretation of the Connecticut Department of Energy and Environmental Protection (CTDEEP) Aquifer Protection Municipal Manual, Table of Regulated Land Uses, we assume that this project is not required to be registered because this is a stormwater improvement project from Broad River Park to the outfall at Norwalk River.
- The proposed outfall work would occur within the 100-year floodplain and in the regulated floodway.

Each task below describes the permit applications which we assume are required for this project.

Task 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 apply 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 forms, site plans, project narrative, alternatives considered, environmental impacts, and proposed mitigation along with supplemental engineering calculations and information. Woodard & Curran will 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 to facilitate the project approval.

Task 3.2 –Army Corps/DEEP 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 apply for a General Permit (GP) to the 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, Woodard & Curran will 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 submittal to the USACE. If a PCN is required, Woodard & Curran will 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 improvements, we anticipate that the project 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

Individual 401 Water Quality Certification will be required as this project will likely involve excavation, draining, and clearing and grading in or affecting the navigable waters. This scope also assumes that a permit application will need to be submitted to the Land and Water Resource Division (LWRD). Per the LWRD requirements to obtain licenses for activities in non-tidal wetlands, Woodard & Curran assumes that a Form L application will need to be submitted for review and approval of the Section 401 Water Quality Certificate, inland wetlands and watercourses, and the PCN (if necessary).

Please note that this scope of work does not include preparing or submitting a USACE Individual Permit (IP), or detailed compensatory mitigation plan. 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 CTDEEP to confirm permitting requirements once the project extent and scope are approved by the City.

Task 3.3 – FEMA Floodplain Development Permit

It is anticipated that this proposed work will require a permit for Floodplain Development from FEMA. This work will also include the completion of a No-Rise Certification for Floodways to demonstrate that this project will not increase flood heights. Please note that this scope of work does not include preparation or submission of a Conditional Letter of Map Revision (CLOMR) submittal to FEMA. If a CLOMR is determined to be required, these services will be provided under separate scope and fee.

PHASE 4.0 PUBLIC MEETINGS

At the request of the City, Woodard & Curran will attend up to two (2) public meetings with City staff to present this project to residents.

ASSUMPTIONS

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

1. This scope of services does not include any field investigations, design, or permitting requirements for any drainage improvements upstream of the proposed discharge from Broad River Park (to be designed by Stantec). We understand that the City may choose to pursue this work in the future to establish upstream and downstream connections to the Broad River Park drainage to the outfall.
2. City will provide all record drawings required, including service tie cards, for all municipal owned subsurface utilities. City will assist with coordination with the Water Pollution Control Authority and First District Water.
3. Stantec will provide construction drawings/as-built surveys for the Broad River Park improvements.

4. City will obtain access to private properties where required.
5. City will coordinate, schedule, and facilitate neighborhood meetings, as necessary.
6. City will coordinate, schedule, and facilitate utility coordination meetings, as necessary.
7. 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. City will provide "boilerplate" special provisions and Bid Unit numbering for cost estimates.
8. Design of relocations for other utilities is not included in this current scope of work.
9. Design of the culvert will not include ground improvements (e.g. over excavation of unsuitable materials deep soils, pile supports, etc.). Should the geotechnical investigations determine additional measures are necessary to mitigate bearing capacity or control settlement, such measures will be performed under a mutually agreed contract amendment.
10. 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.
11. Closed drain system sizing will be based on the 25-year storm event.
12. City will contact utility companies to request utility locations within project limits
13. The Project will be bid as a single construction contract. Bid documents will not include project phasing.
14. No Conservation Commission filing will be necessary to perform the geotechnical exploratory borings.
15. Geotechnical field investigations (borings) and surveys are assumed to take place during non-winter conditions. Changes in fee may be required if because of schedule, these activities need to be conducted in winter conditions or if the work is authorized after the subcontractor's rates are changed in the new year.
16. Police details, if required for work within the right-of-way, will be paid for directly by the Client.
17. 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 assumed limited subsurface investigations to locate utilities (i.e., geophysical surveys, etc.).
18. The technical specifications will require the Contractor to design excavation support and dewatering systems. Woodard & Curran has not included these services in the scope of work.
19. This scope of work assumes that a Construction Stormwater General Permit will not be required as disturbance is anticipated to be less than 1 acre. If it is determined during design that this permit is required, an additional scope and fee can be provided for authorization by the City.
20. Permit application fees, public notice and advertisement fees will be paid for directly by City.

21. Scope of services and fees associated with services provided during bidding, contractor selection, and construction administration/support services will be included in a separate contract.
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. Woodard & Curran 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.).

COMPENSATION

Woodard & Curran proposes to perform Phases 1 and 2 of the work described within this proposal on a Lump Sum basis, and Phase 3 and Phase 4 will be performed on a Time & materials basis because the full extent of our services is not yet known as it is dependent on the permit applications required for these proposed improvements.

Note that Phase 1, Task 1.1, 1.2, and 1.3 have associated "allotments" within this scope. Woodard & Curran was not able to secure formal proposals from the wetland delineation, surveying, and geotechnical subcontractors in time to submit this proposal. Therefore, the presented allotments are based on our best estimate of the effort to complete these services. Upon selection, Woodard & Curran will reach out to our long-standing partners who provide these services to obtain current and complete scopes and fees so that the final budget may be adjusted and subsequently approved by the City.

The proposed budget estimate for completion of the work described herein is summarized below:

Basic Services Tasks	Budget	Billing Terms
Phase 1 – Field Investigation Services	\$112,500	Lump Sum
Phase 2 – Design Services	\$186,700	Lump Sum
Phase 3 – Permitting Services	\$75,000	Time & Materials
Phase 4 – Public Meeting	\$23,500	Time & Materials
Total	\$397,700	

Please refer to Attachment 1 for a breakdown of the proposed fee.

The Lump Sum work will be invoiced monthly based upon the percentage of work complete for each phase. The Time & Materials work provided in this scope will be completed in accordance with Woodard & Curran's current staff hourly rate (Attachment 2) and billed monthly. Note that Woodard & Curran reserves the right to adjust billing rates annually. The latest staff hourly rates will be provided for approval when this proposal is ready to be authorized by the City. We will only bill for the effort expended. The remaining funds will either be returned to the City or applied to any additional services related to the execution of this project.

SCHEDULE

Woodard & Curran is available to begin work on this project immediately and estimates the phases described herein can be completed within 10 months of Authorization to Proceed.

TERMS AND CONDITIONS

This work will be completed per the Terms and Conditions on the "Agreement by and Between the City of Norwalk and Woodard & Curran, Inc for ON-call Engineering Services for Storm Drainage Systems Evaluations," executed August 12, 2019. If the City finds this task order acceptable, we understand a formal authorization will be issued as an Amendment to the original agreement to proceed prior to initiating the work. For convenience, below is an Authorization to Proceed for the City to execute prior to issuing the Amendment.

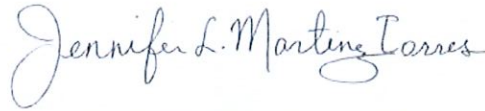
We appreciate the opportunity to continue to support the City. If you have questions, please do not hesitate to call me directly at 914-960-2836 or via email at acatalano@woodardcurran.com.

Sincerely,

WOODARD & CURRAN, INC.



Anthony Catalano, P.E.
Vice President, Senior Principal



Jennifer L. Martinez Torres, P.E.
Project Manager

The parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION TO PROCEED

WOODARD & CURRAN, INC.

CITY OF NORWALK

Signature

Date

Signature

Date

Name (printed)

Name (printed)

Title

Title

ATTACHMENT 1 - COST BREAKDOWN

Overview

Below is a breakdown of our proposed fees for your consideration:

Estimated Construction Cost for reduced scope (D/S improvements not including Silvermine Ave.)
= \$2,500,000

Phase	Original Budget	Budget – Rev 1 ¹	Reduced Budget	Sub Allotment	Sub Markup – 10%	W&C Labor
001 - Field Investigations (LS)	\$160,000	\$121,500	\$112,500	\$83,000	\$8,300	\$21,200 ⁴
002 - Design Services (LS)	\$305,000	\$256,000	\$186,700	N/A	N/A	N/A
003 - Permitting Services (T&M)	\$90,000	\$90,000	\$75,000 ³	N/A	N/A	N/A
004 - Optional ² Public Meetings (T&M)	N/A ²	N/A ²	\$23,500	N/A	N/A	N/A
TOTAL	\$555,000	\$467,500	\$397,700			

1. Budget – Rev 1 is based on professional engineering services for only the downstream improvements from Broad River Park + pipe in Silvermine Ave.
2. In the Original and Rev 1 budgets, the public meetings were included as part of the design services. We are now proposing those as a separate optional phase to be authorized by the City, if desired.
3. Permitting fees reduced since disturbance is now anticipated to be under 1 acre.
4. The \$21,200 W&C labor on Phase 001 is related to site investigations, subcontractor coordination, and for deliverables related to surveyor, wetland scientist, and geotechnical engineer.

Cost Analysis Based on % of Construction Cost

Phase 002 Design Services % Construction Cost: \$186,700/\$2.5M ~ 7.5%

Full Professional Engineering Scope (i.e., field investigations, design services, permitting, and optional public meetings) % Construction Cost: \$397,700/\$2.5M ~ 15.9%

Labor Hour Breakdown per Staff Type

Phase	Staff Type									
	Principal in Charge	Senior Technical Leader	Project Manager	Technical Manager	Project Engineer	Staff Engineer	Scientist	Designer	Cost Estimator	QAQC Admin
Phase 001 - Field Investigations		16	24	6	9	20	6			4
Phase 002 - Design Services	2	64	60	100	164	165		192	40	20
Phase 003 - Permitting Services	2	38	29	22	56	65	132	16		8
Phase 004 - Public Meetings	16	20	20			16				

Rate Schedule

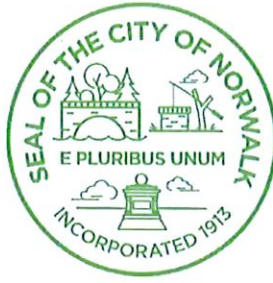
Public 2025

SUPPORT STAFF		HOURLY RATE
Support-1	ADMIN	\$145
Support-2		\$155
Support-3		\$170
Support-4		\$200
TECHNICAL STAFF		HOURLY RATE
Technical-1	SCIENTIST	\$160
Technical-2	STAFF ENGINEER/DESIGNER	\$190
Technical-3		\$215
Technical-4	COST ESTIMATOR	\$225
Technical-5	PROJECT ENGINEER	\$240
Technical-6	TECHNICAL MANAGER	\$265
Technical-7	PROJECT MANAGER	\$270
Technical-8		\$280
Technical-9	QAQC	\$295
Technical-10	SR. TECHNICAL LEADER	\$300
Technical-11		\$320
Technical-12		\$335
Technical-13		\$345
Technical-14		\$355
Technical-15		\$360
Technical-16		\$365
Technical-17		\$370
Technical-18		\$375
Technical-19		\$380
Technical-20	PRINCIPAL IN CHARGE	\$385
EXPENSES		
Travel		\$0.70 / mile
Other Direct Costs		At Cost Plus 15%
Subconsultants/Subcontractors		At Cost Plus 15%

NOTES

Mileage rate will change as the federal allowable rate is modified.

Note that as a long-term client, Woodard & Curran is only using a 10% markup on expenses for this project.



Contract Staff Summary

Department/Staff Contact	Transportation, Mobility, and Parking Greg Pacelli gpacelli@norwalkct.gov
Common Council Committee	Public Works Committee of the Common Council
Date Approved by Committee	
Purpose/Scope	Enter into a Temporary Right of Entry Agreement with Peter Luppino at 3 Deerfield Street for construction access, slope modification, and tree planting purposes in connection with the sidewalk installation for project TMP2024-8 Soundview Avenue Sidewalk Connection Project.
Vendor (Indicate if new or existing vendor)	
Term of Contract	
Method of Procurement (Indicate if sole source)	
Cost of Contract	
Funding Source/Account Number	



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Public Works Committee of the Common Council

FROM: James Travers – Director of Transportation, Mobility and Parking

CC: Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, Transportation, Mobility and Parking
Greg Pacelli – Transportation Planner, Transportation, Mobility and Parking

REF: May 6th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling to enter into a Temporary Right of Entry Agreement with Peter Luppino at 3 Deerfield Street for construction access, slope modification, and tree planting purposes in connection with the sidewalk installation for project TMP2024-8 Soundview Avenue Sidewalk Connection Project.

DATE: April 29th, 2025

Memorandum

The Department of Transportation, Mobility, and Parking has prepared documents to request to enter into a temporary Right of Entry Agreement with the property owner at 3 Deerfield Street.

The City will be constructing a new retaining wall and completing a missing segment of sidewalk along Soundview Avenue, east of Deerfield Avenue. To facilitate this work, temporary construction access is required to adjust existing grades and accommodate future tree plantings along the 3 Deerfield Street property. This missing sidewalk segment represents a critical missing link in the pedestrian network, frequently used by students traveling to the three nearby schools located along the Highland Avenue corridor. These improvements have been strongly supported by residents and parents throughout the neighborhood who have consistently advocated for this sidewalk connection to provide a safer route to school.

The Department of Transportation, Mobility, and Parking, requests that the following items to be added on the agenda for the for the May 6th, 2025 meeting of the Public Works Committee.

- A. Authorize the Mayor, Harry W. Rilling to enter into a Temporary Right of Entry Agreement with Peter Luppino at 3 Deerfield Street for construction access, slope modification, and tree planting purposes in connection with the sidewalk installation for project TMP2024-8 Soundview Avenue Sidewalk Connection Project.



Contract Staff Summary

Department/Staff Contact	Transportation, Mobility, and Parking Greg Pacelli, gpacelli@norwalkct.gov
Common Council Committee	Public Works Committee of the Common Council
Date Approved by Committee	
Purpose/Scope	Temporary Right of Entry agreements for various properties within the project area for TMP2024-7 Hospital Hill Village Safety Enhancement Project
Vendor (Indicate if new or existing vendor)	
Term of Contract	
Cost of Contract	
Funding Source/Account Number	

Additional Information/Other Details



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Public Works Committee of the Common Council

FROM: James Travers – Director of Transportation, Mobility and Parking

CC: Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, Transportation, Mobility and Parking
Greg Pacelli – Transportation Planner, Transportation, Mobility and Parking

REF: May 6th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling, to enter into temporary Right of Entry Agreements to go in a certain portion of the following private properties for construction access and slope modification proposes related to the construction of new sidewalks and streetscape as part of TMP2024-7 Hospital Hill Village Safety Enhancement Project: 51 Stevens Street; 47 Stevens Street; 43 Stevens Street; 67 Stuart Avenue; 69 Stuart Avenue.

DATE: April 30th, 2025

Memorandum

The Department of Transportation, Mobility, and Parking has prepared documents for the ability to enter into a temporary Right of Entry Agreement with the following properties as part of project TMP2024-7 Hospital Hill Village Safety Enhancement Project:

- 51 Stevens Street
- 47 Stevens Street
- 43 Stevens Street
- 67 Stuart Avenue
- 69 Stuart Avenue

Completion of the overall construction, as designed, requires the need for temporary construction access and modifications to the provided property frontages beyond the limits of the Right of Way.

Project Background

The awarded grant funding, along with the additional city Capital funds, will be utilized to address crashes and confusion that occurs at the existing traffic circle which currently defines the intersection of Stuart Avenue, Stevens Street and Magnolia Avenue. The reconfigured intersection will slow vehicle speeds and improve safety for all roadway users, along with various other streetscape enhancements that will benefit the surrounding community.

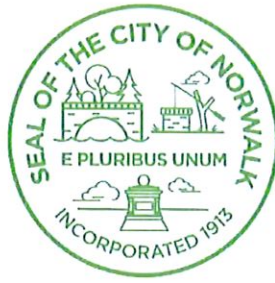
Additional streetscape enhancements include curb extensions, high-visibility crosswalks and wider sidewalks to improve safety, access, and comfort for pedestrians as well as construction of a new village parking lot. The project will also include various placemaking elements, such as pedestrian level lighting and a plaza area with street furniture and trees to create a gateway to the neighborhood and help support local businesses, restaurants, and outdoor dining. Throughout the design process, the city has actively engaged with local businesses and residents as well as hosted a public information meeting at Norwalk Hospital in February 2024 to gather valuable feedback from the community on the project.

The Department of Transportation, Mobility, and Parking, requests that the following items to be added on the agenda for the for the May 6th, 2025 meeting of the Public Works Committee.

- A. Authorize the Mayor, Harry W. Rilling, to enter into temporary Right of Entry Agreements to go in a certain portion of the following private properties for construction access and slope modification proposes related to the construction of new sidewalks and streetscape as part of TMP2024-7 Hospital Hill Village Safety Enhancement Project: 51 Stevens Street; 47 Stevens Street; 43 Stevens Street; 67 Stuart Avenue; 69 Stuart Avenue.**

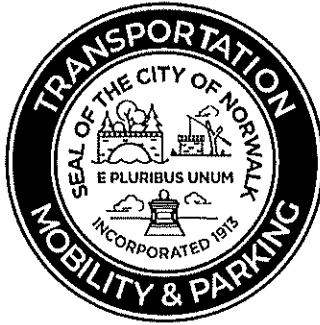
A copy of the bid information for Purchasing Department Project Number –TMP Project Number – Project Name, can be reviewed by following the link

<https://www.norwalkct.org/DocumentCenter/Index/1713>



Contract Staff Summary

Department/Staff Contact	Transportation, Mobility, and Parking Greg Pacelli gpacelli@norwalkct.gov
Common Council Committee	Public Works Committee of the Common Council
Date Approved by Committee	
Purpose/Scope	Execute a permanent sidewalk easement, as well as enter into a temporary right of entry agreement, with Leonardo Coronado of 19 Oxford Street for construction of a sidewalk along Knapp Street and Oxford Street for project TMP2024-9 SoNo School Sidewalk Connectivity project.
Vendor (Indicate if new or existing vendor)	
Term of Contract	
Method of Procurement (Indicate if sole source)	
Cost of Contract	
Funding Source/Account Number	



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Public Works Committee of the Common Council

FROM: James Travers – Director of Transportation, Mobility and Parking

CC: Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, Transportation, Mobility and Parking
Greg Pacelli – Transportation Planner, Transportation, Mobility and Parking

REF: May 6th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling to execute a permanent sidewalk easement, as well as enter into a temporary right of entry agreement, with Leonardo Coronado of 19 Oxford Street for construction of a sidewalk along Knapp Street and Oxford Street for project TMP2024-9 SoNo School Sidewalk Connectivity project.

DATE: April 29th, 2025

Memorandum

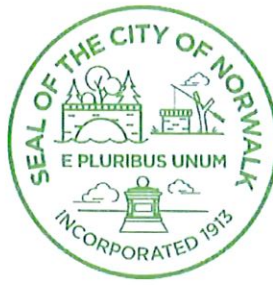
The Department of Transportation, Mobility, and Parking has prepared documents to request to enter into a permanent sidewalk easement with the property owner of 19 Oxford Street as part of project TMP2024-9 SoNo School Sidewalk Connectivity.

The project includes the installation of concrete sidewalks and curbing along Knapp Street, directly across from the new South Norwalk Elementary School. This easement will facilitate the creation of a pedestrian crosswalk at the intersection of Knapp Street and Oxford Street. As part of the school construction, an ADA-compliant ramp will also be installed, enabling the establishment of two fully accessible crosswalks at the intersection.

Completion of the sidewalk construction also requires the need for temporary construction access and modifications to the surrounding grades beyond the limits of the Right of Way.

The Department of Transportation, Mobility, and Parking, requests that the following items to be added on the agenda for the for the May 6th, 2025 meeting of the Public Works Committee.

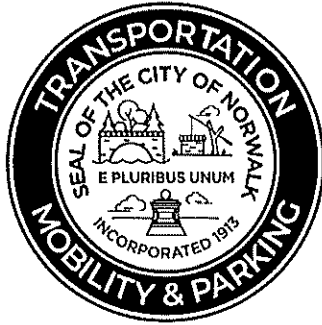
- A. Authorize the Mayor, Harry W. Rilling to execute a permanent sidewalk easement, as well as enter into a temporary right of entry agreement, with Leonardo Coronado of 19 Oxford Street for construction of a sidewalk along Knapp Street and Oxford Street for project TMP2024-9 SoNo School Sidewalk Connectivity project.



Contract Staff Summary

Department/Staff Contact	Transportation, Mobility, and Parking Greg Pacelli gpacelli@norwalkct.gov
Common Council Committee	Public Works Committee of the Common Council
Date Approved by Committee	
Purpose/Scope	The purpose of this agreement is to award Rocco Iadarola General Contracting Company the contract to install a variety of thermoplastic materials that adheres to asphalt and concrete to enhance safety and aesthetic appeal in streetscape projects. These materials will be utilized as traffic calming measures as well as creating a safer and more defined pedestrian space. This contract gives the City the ability to mobilize the contractor at various locations with a defined design and specific preformed thermoplastic material. This is for a one-year contract extension based on the bid advertisement and executed contract in 2023.
Vendor (Indicate if new or existing vendor)	Rocco Iadarola General Contracting Company Existing Vendor
Term of Contract	1 (One) Year
Method of Procurement (Indicate if sole source)	Invitation to Bid for Construction
Cost of Contract	\$150,000.00
Funding Source/Account Number	0918 4021 5777 C0598 0920 4120 5777 C0598 0920 4120 5777 C0648 0922 4120 5777 C0649 0921 4120 5777 C0598 0924 3750 5777 C0652 0925 3750 5777 C0652

Additional Information/Other Details



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Public Works Committee of the Common Council

FROM: James Travers – Director of Transportation, Mobility and Parking

CC: Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, Transportation, Mobility and Parking
Greg Pacelli – Transportation Planner, Transportation, Mobility and Parking

REF: May 6th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling to execute a 1 (One) year contract extension on an existing contract with Rocco Iadarola General Contracting Company. TMP2023-1, Decorative Crosswalks and Traffic Calming Surfaces at Various Locations for an amount not to exceed \$150,000.00 annually.

DATE: April 24th, 2025

Memorandum

The Department of Transportation, Mobility, and Parking has prepared documents to request a one (1) year contract extension for TMP2023-1 Decorative Crosswalks and Traffic Calming Surfaces at Various Locations.

This project will consist of installation of thermoplastic materials that adheres to asphalt and concrete to enhance safety and aesthetic appeal in streetscape projects. The preformed thermoplastic materials enhance visibility for all roadway users including motorists, cyclists, and pedestrians. These materials will be utilized as traffic calming measures as well as creating a safer and more defined pedestrian space. The materials are extremely durable and have been engineered specifically for streetscape and crosswalk projects that require durability, safety, comfort, aesthetics and low maintenance. For 2024, TMP plans to perform crosswalk and other asphalt surface enhancements at various locations. These enhancements will create a safer roadway for all users.

On May 24th, 2023, a bid opening was held for project TMP 2023-1. One competitive bid, which is attached, was received. On June 13th, 2023, the Common Council approved the first year of the contract and the contract was awarded to Rocco Iadarola General Contracting Company. This agreement is to extend the contractor, Rocco Iadarola General Contracting Company, for 1 (One) year, which is included in the original base contract.

In June 2024, The Common Council approved the first, one (1) year contract extension of TMP2023-1. This request will be for the second, (1) year extension of the original bid from 2023.

The Department of Transportation, Mobility, and Parking, requests that the following items to be added on the agenda for the for the May 6th, 2025 meeting of the Public Works Committee.

- A. Authorize the Mayor, Harry W. Rilling to execute a 1 (One) year contract extension on an existing contract with Rocco Iadarola General Contracting Company. TMP2023-1, Decorative Crosswalks and Traffic Calming Surfaces at Various Locations for an amount not to exceed \$150,000.00 annually.

Account Numbers

0918 4021 5777 C0598

0920 4120 5777 C0598

0920 4120 5777 C0648

0922 4120 5777 C0649

0921 4120 5777 C0598

0924 3750 5777 C0652

0925 3750 5777 C0652

A copy of the bid information for Purchasing Department Project Number –TMP Project Number – Project Name, can be reviewed by following the link

<https://www.norwalkct.org/DocumentCenter/Index/1713>

Project Number: TMP2023-1

Project Name: DECORATIVE CROSSWALKS AND TRAFFIC CALMING SURFACES AT VARIOUS LOCATIONS

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
1209471A	1	DURABLE SKID AND SLIP RESISTANT COVERING FOR STAMPED ASPHALT		
		Ennis-Flint/PPG TrafficPatternsLT	\$19.00 / sq. ft.	Quote per Project
		per SQUARE FEET		
1209472A	1	STAMPED ASPHALT SURFACING SYSTEM		
		Ennis-Flint/PPG TrafficPatternsXD	\$20.00 / sq. ft.	Quote per project
		per SQUARE FEET		
1209473A	1	ASPHALT INLAID SURFACING SYSTEM		
		Ennis-Flint/PPG DuraTherm	\$19.00 / sq. ft.	Quote per project
		per SQUARE FEET		
1209474A	1	DECORATIVE CROSSWALKS AND TRAFFIC CALMING SURFACES		
		Ennis-Flint/PPG TrafficPatterns	\$23.00 / sf. ft.	Quote per project
		per SQUARE FEET		
1209475A	1	MULTI-COLOR INTERCONNECTED PREFORMED THERMOPLASTIC PAVEMENT MARKING MATERIAL		
		Ennis-Flint DecoMark	Quote / sq. ft.	Quote per project
		per SQUARE FEET		
1209476A	1	THERMOPLASTIC COLOR PAVEMENT MARKINGS		
		Ennis-Flint/PPG PreMark	Quote / sq. ft.	Quote per project
		per SQUARE FEET		

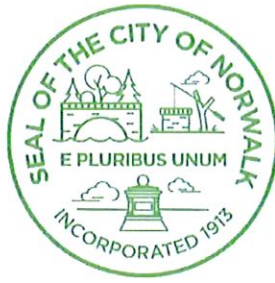
Project Number: TMP2023-1

Project Name: DECORATIVE CROSSWALKS AND TRAFFIC CALMING SURFACES AT VARIOUS LOCATIONS

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
--------------------	-----------------	----------------------------	-------------------	-------------------

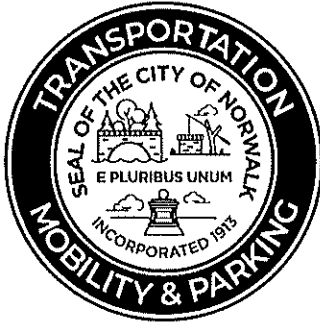
Total Amount: \$ _____

Total In Gross Sum Written In Words



Contract Staff Summary

Department/Staff Contact	Transportation, Mobility, and Parking Greg Pacelli, gpacelli@norwalkct.gov
Common Council Committee	Public Works Committee of the Common Council
Date Approved by Committee	
Purpose/Scope	This project involves the construction of new 5-foot-wide, ADA-compliant concrete sidewalks along Adams Avenue, from France Street to Camp Street, as well as the one-way portion of Ward Street, extending from Adams Avenue to Union Avenue. These improvements are designed to create a safer, more accessible route for students and families walking to nearby schools, including Tracey Magnet School.
Vendor (Indicate if new or existing vendor)	Priority Landscaping, LLC (Existing Vendor)
Term of Contract	120 Calendar Days
Cost of Contract	\$771,240.00
Funding Source/Account Number	0923 4120 5777 C0441 0925 4120 5777 C0441 0923 3750 5777 C0649 0925 3750 5777 C0649 0923 3750 5777 C0824 0924 3750 5777 C0824 0925 3750 5777 C0824



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Public Works Committee of the Common Council

FROM: James Travers – Director of Transportation, Mobility and Parking

CC: Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, Transportation, Mobility and Parking
Greg Pacelli – Transportation Planner, Transportation, Mobility and Parking

REF: May 6th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling, to award a contract agreement with Priority Landscaping, LLC in the amount of \$771,240.00 with a 10% Contingency of \$77,124.00 for project TMP2025-3 Adams Avenue and Ward Street Curbing and Sidewalk Project.

DATE: April 28th, 2025

Memorandum

The Department of Transportation, Mobility, and Parking has prepared documents to award TMP2025-3 Adams Avenue and Ward Street Curbing and Sidewalk Project.

On Wednesday April 23rd, 2025, a bid opening was held for TMP2025-3. Four (4) Bids were placed. Following a review of the four submitted bids, Priority Landscaping, LLC has been identified as the lowest responsible bidder.

Project Background

This project involves the construction of new 5-foot-wide, ADA-compliant concrete sidewalks along Adams Avenue, from France Street to Camp Street, as well as the one-way portion of Ward Street, extending from Adams Avenue to Union Avenue. These improvements are designed to create a safer, more accessible route for students and families walking to nearby schools, including Tracey Magnet School.

The project will also implement traffic calming measures through the establishment of a consistent roadway cross section and the installation of curb extensions and enhanced signage along the one-way segment of Ward Street. These measures are intended to reduce vehicular speeds and improve safety for all roadway users. Speeding concerns have been raised by residents, and excessive speeds were also observed by the project team during field evaluations.

A public meeting was held in December 2024 to gather input from residents within the project area. In addition, the project team conducted on-site discussions with property owners during which residents expressed their support for the proposed improvements.

The Department of Transportation, Mobility, and Parking, requests that the following items to be added on the agenda for the for the May 6th, 2025 meeting of the Public Works Committee.

- A. Authorize the Mayor, Harry W. Rilling, to award a contract agreement with Priority Landscaping, LLC in the amount of \$771,240.00 with a 10% Contingency of \$77,124.00 for project TMP2025-3 Adams Avenue and Ward Street Curbing and Sidewalk Project.

Account Numbers

0923 4120 5777 C0441

0925 4120 5777 C0441

0923 3750 5777 C0649

0925 3750 5777 C0649

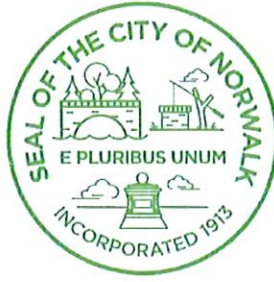
0923 3750 5777 C0824

0924 3750 5777 C0824

0925 3750 5777 C0824

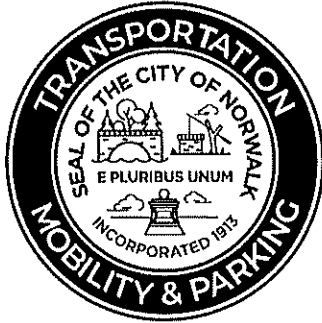
A copy of the bid information for Purchasing Department Project Number –TMP Project Number – Project Name, can be reviewed by following the link

<https://www.norwalkct.org/DocumentCenter/Index/1713>



Contract Staff Summary

Department/Staff Contact	Transportation, Mobility, and Parking Garrett Bolella gbolella@norwalkct.gov, Greg Pacelli gpacelli@norwalkct.gov
Common Council Committee	Public Works Committee of the Common Council
Date Approved by Committee	
Purpose/Scope	Execute a permanent sidewalk easement, a permanent easement to construct and maintain a new seat wall, and enter into temporary Right of Entry Agreement to go in a certain portion of 10 Wall Street for construction of a sidewalk and seat wall related to the streetscape improvements as part of project L102-0004 East Wall Street – Landmark Square Safety, Accessibility, and Streetscape Improvement Project.
Vendor (Indicate if new or existing vendor)	
Term of Contract	
Method of Procurement (Indicate if sole source)	
Cost of Contract	
Funding Source/Account Number	



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Public Works Committee of the Common Council

FROM: James Travers – Director of Transportation, Mobility and Parking

CC: Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, Transportation, Mobility and Parking
Greg Pacelli – Transportation Planner, Transportation, Mobility and Parking

REF: May 6th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling, to execute a permanent sidewalk easement, a permanent easement to construct and maintain a new seat wall, and enter into temporary Right of Entry Agreement to go in a certain portion of 10 Wall Street for construction of a sidewalk and seat wall related to the streetscape improvements as part of project L102-0004 East Wall Street – Landmark Square Safety, Accessibility, and Streetscape Improvement Project.

DATE: April 30th, 2025

Memorandum

Given the limitations of the existing Right of Way, a sidewalk easement is required to facilitate public access to the newly designed sidewalk and streetscape improvements along the Knight Street portion of the new sidewalk. Additionally, a permanent easement will be necessary to enable the construction and maintenance of a new seat wall to better define the public realm and plaza from the 10 Wall Street property between High Street and Knight Street.

In order to complete the construction of the streetscape elements along the frontage of the 10 Wall Street property as designed, temporary construction access and repair of the areas beyond the limits of the Right of Way are required.

Project Background

This project, which is Phase I of the larger \$29+MM Wall Street Corridor Improvement project, is currently under construction and anticipated to be completed by the end of 2025. This first phase includes the construction of pedestrian, streetscape, and related roadway improvements along Wall Street/East Wall Street from Main Street to Brook Street. The project includes, but is not limited to; right-sizing travel lanes; increasing the width of sidewalks to include streetscape, decorative

banding, pedestrian level lighting, street trees and landscaping; installation of pedestrian friendly features including curb extensions, a raised crosswalk and flashing beacon; ADA compliant sidewalks, curb ramps and crossings; and improved pavement markings and signage.

- A. Authorize the Mayor, Harry W. Rilling, to execute a permanent sidewalk easement, a permanent easement to construct and maintain a new seat wall, and enter into temporary Right of Entry Agreement to go in a certain portion of 10 Wall Street for construction of a sidewalk and seat wall related to the streetscape improvements as part of project L102-0004 East Wall Street – Landmark Square Safety, Accessibility, and Streetscape Improvement Project.**

A copy of the bid information for Purchasing Department Project Number –TMP Project Number – Project Name, can be reviewed by following the link

<https://www.norwalkct.org/DocumentCenter/Index/1713>