



**Public Works Committee Meeting
of the Common Council**

DATE: January 5, 2016
TIME: 7 PM
LOCATION: Norwalk City Hall, 2nd Floor, Room 231

AGENDA

Public Input

The public and guests are invited to speak on any item on the agenda. Comments shall be limited to no more than three minutes per speaker.

New Business

1. Approve the minutes of the Public Works Committee of Monday, November 30, 2015.
2. Authorize the Mayor, Harry W. Rilling, to execute the Second Amendment to the August 28, 2007 agreement for Professional Engineering Services between the City of Norwalk and A. DiCesare Associates, P.C., regarding the East Avenue Reconstruction Project for an amount not to exceed \$359,000 in accordance with the attached scope of services dated December 30, 2015.

Account Nos. 09 10 040 40210 5777 C0471
09 11 040 40210 5777 C0471
09 12 040 40210 5777 C0471

3. Authorize the Mayor, Harry W. Rilling, to execute the Second Amendment to September 2, 2011 agreement for On-call Traffic Engineering Services with RBA Group of Connecticut, LLC to prepare a traffic signal timing and optimization study for intersections at (1) Fairfield Avenue, Flax Hill Road, Washington Street and Dr. Martin Luther King Jr. Drive and (2) Connecticut Avenue and West Avenue for an amount not exceed \$9,000. (scope of services dated December 3, 2015 attached)

Account No. 09 03 041 4120 5777 C0232

4. Authorize the Mayor, Harry W. Rilling, to execute an agreement with the Town of Wilton pledging Norwalk's support for its share of the 20% matching contribution due under the grant from the Department of Energy and Environmental Protection to Wilton for the construction of a portion of the Norwalk River Valley Trail that transverses the Town of Wilton and City of Norwalk. (copies of the grant documents between Wilton and DEEP and the agreement included in packet)

5. Authorize the Mayor, Harry W. Rilling, to execute an agreement with the Town of Wilton and the Friends of the Norwalk River Valley Trail, Inc. (NRVT) whereby NRVT pledges to provide the 20% matching contribution under the grant from the Department of Energy and Environmental Protection to Wilton for the construction of a portion of the Norwalk River Valley Trail to be made on behalf of both Wilton and Norwalk. (copy of the agreement included in packet)

6. Authorize the Purchasing Agent to issue a purchase order to Crowley Ford, LLC, for the purchase of one 2016 Ford Explorer for a sum not to exceed \$26,053.60 (State Contract #10PSX0239)

Account No. 09 16 4031 5777 C0313

7. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with K & J Landscaping, LLC per RFP# 3630 for Tree Removal/Trimming Services for a sum not to exceed \$100,000 per year.

Account No. 0140 29 5298

8. Acknowledge the receipt of the application for the abandonment/discontinuance of a portion of Isaacs Street beginning at the westerly boundary of the property located at 19 Isaacs Street (Tax Lot 1-29-54-0) and heading west to the easterly boundary of the property located at 20 Isaacs Street (Tax Lot 1-29-63-0) as depicted on a map prepared by Redniss & Mead entitled "Property Survey Depicting An Abandonment Of A Portion Of Isaacs Street Prepared For POKO-IWSR Developers, LLC, Norwalk, Connecticut," dated November 16, 2015, at a scale of 1" = 40' on file in the Department of Public Works, in connection with the redevelopment of the Wall Street Area - Development Parcel 2a in accordance with Section 7.5 of the "Land Disposition and Development Agreement By and Between the City of Norwalk, Connecticut, the Redevelopment Agency of the City of Norwalk and POKO-IWSR Developers, LLC," dated November 14, 2007. It is envisioned and intended by the parties of that Agreement "that title to any such abandoned public street will devolve, pursuant to common law, at no cost, to the owners of said abutting properties on either side, to the center line of the Right-of-Way," subject to the developer depositing \$52,500.00 into an escrow account to be held for the benefit of the City to pay the expenses incurred for the maintenance and upkeep of the traveled portion of the roadway.
9. Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Isaacs Street beginning at the westerly boundary of the property located at 19 Isaacs Street (Tax Lot 1-29-54-0) and heading west to the easterly boundary of the property located at 20 Isaacs Street (Tax Lot 1-29-63-0) as depicted on a map prepared by Redniss & Mead entitled "Property Survey Depicting An Abandonment Of A Portion Of Isaacs Street Prepared For POKO-IWSR Developers, LLC, Norwalk, Connecticut," dated November 16, 2015, at a scale of 1" = 40' on file in the Department of Public Works, in accordance with Section 7.5 of the "Land Disposition and Development Agreement By and Between the City of Norwalk, Connecticut, the Redevelopment Agency of the City of Norwalk and POKO-IWSR Developers, LLC," dated November 14, 2007. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the committee may be deemed advisable. The Public Hearing is scheduled for Tuesday, February 2, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

Information/Discussion Items

1. Public Works Facilities Tour, Saturday, February 6, 2016 at 10 AM (meet at the Public Works Center Conference Room, 15 South Smith Street, 2nd Floor)
2. Draft FY16-17 Operating Budget (copy included)
3. Draft FY16-17 Capital Budget (copy included)
4. 19 Eversley Avenue sidewalk request for reimbursement
5. Perry Avenue Bridge over Norwalk River Reconstruction project update (#102-319) – bids will be received on January 27, 2016 and included on the February 2, 2016 agenda for action
6. Customer Service Center Report – November 1 through December 29, 2015
7. Monthly Solid Waste Report – November 2015
8. Project Status Report
9. “Don’t Block the Box” ordinance status
10. Upcoming traffic generating projects:
 - I-95 Median Widening and Strawberry Hill Avenue Bridge replacement
 - Bridge replacements (Fort Point, Osborne, East)
 - Walk Bridge replacement
 - GGP tunnel on West Avenue/mall @ North Water/Crescent St improvements to Butler
 - Highpointe/Route 1 widening and intersection improvements (Main to Knight)
 - Metro North rehabilitation of Wall Street railroad bridge
 - East Avenue @ Westport Avenue (Route 1) improvements
 - Yankee Doodle Bridge painting
 - West Avenue at Wall/Mott intersection reconfiguration through to East Wall/Landmark Square improvements
 - Stroffolino Bridge rehab project for storm surge
11. Correspondence - None

Next Meeting

Tuesday, February 2, 2016
7 PM
Room 231, Norwalk City Hall



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Next Meeting

Tuesday, February 2, 2016
7 PM
Room 231, Norwalk City Hall

**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
SPECIAL MEETING
NOVEMBER 30, 2015**

ATTENDANCE: John Igneri, Chair; Richard Bonenfant, Eloisa Melendez, Michelle Maggio, Michael Corsello, Thomas Livingston, Faye Bowman (7:10 p.m.)

STAFF: Bruce Chimento, DPW Director; Lisa Burns, Principal Engineer; Paul Sotnik, Senior Civil Engineer; Ralph Kolb, Supervising Environmental Engineer

OTHERS: Diane Lauricella, Diane Cece, Sarah Hunter, Debora Goldstein, Mike Mushak, Jim McCarey, Jackie Lightfield, Mark Slavin

CALL TO ORDER

Mr. Igneri called the meeting to order at 7:02 p.m. A quorum was present. He introduced the members of the Committee. Mr. Igneri said he would like to suspend the rules but was reminded by a member of the audience that this was not allowed because it was a special meeting. Mr. Igneri pointed out this was a new committee and they have not had the opportunity to review the information so that there would be a number of agenda items that would be tabled.

PUBLIC INPUT

Ms. Diane Lauricella came forward to address the Committee. She welcomed the new members of the Committee and stated she had come to the Committee over a number of years to comment. Ms. Lauricella said that she had met with Mr. Chimento about waste management and waste minimization. She said that she had reviewed the organizational assessment and had several suggestions for optimizing.

Regarding the Solid Waste program, Ms. Lauricella said that she felt that there was a need to have more education about the single stream recycling in the schools and educating the residents about reducing the amount of cross contamination. She said that she would be willing to send some information to the Committee about how other towns had done this. Ms. Lauricella said that she was a member of Keep Norwalk Beautiful and there are a number of free materials available to the general public.

Ms. Lauricella went on to speak about sustainability and mentioned that the U.N. conference started today in Paris. She said that she wished to be an advocate for a comprehensive approach to a sustainable Norwalk, which is relevant to this Committee

because of the sewage treatment plant, the coastal pumping stations, waste management and energy. She said she was looking forward to innovative approaches and working with the staff. She added that she wanted to make sure that there was civility on this Committee.

Ms. Diane Cece of East Norwalk came forward to address the agenda item about letters from residents. She said that there was letter regarding the repairing the sidewalks and then the sidewalks were redone by the City.

Items 5 & 6 concern the abandonment of a road has a blank where the dollar amount would be. One of the letters has to do with a resident seeking relief from sidewalk repairs. The resident repaired their sidewalk and shortly afterwards, the City installed new sidewalks and repaved the street. Ms. Cece said that she hoped that the Committee would consider this and give some relief to that resident.

She said Agenda Items #5 & #6, which had to do with an abandonment of a road, had blanks where the amount would be inserted. When this is done, the public is not able to do their own due diligence or communicate with their Council Members regarding that. She requested that the Chairman eliminate this type of fill in the blank items from the agenda. In the past, there were items presented where both the contractor and the bid amount were blank. This does not allow the public to have any kind of input regarding the item. Ms. Cece said that the Committee should have a calendar that tracks the bid opening dates.

Ms. Cece went on to speak about her lengthy written comments that she had emailed to the Committee members on East Avenue project. She said that she understood the item might be tabled in order to bring the Committee up to speed on the project. However, it is not a discussion item and Ms. Cece wondered why it was included on the agenda as an Action Item.

Ms. Cece went on to speak about the backup information for the East Avenue project. She said that there was more documentation in the information packet about re-naming a street than there was about the East Avenue traffic study, which will cost \$39,000. The project will affect the entire area around it. She mentioned that Mr. Mushak was present who had been involved in the Rowayton Avenue project, which paled in comparison to this project. She added that the vast majority of the East Norwalk residents were opposed to the project and requested that when it is brought forward, that there be more discussion about the project.

Mr. Sarah Hunter said that she was hoping that Item #2, the East Avenue Project, would be tabled and revisit it at another time. She said that she believed that the scope was wrong. She said she was not a fan of not using competitive bidding. Having a number of vendors providing their understanding of the scope of the project was a learning opportunity. She said that she hope the project would have neighborhood input.

Ms. Bowman joined the meeting at 7:10 p.m.

Ms. Debora Goldstein came forward and distributed document related to Ms. Cece's points to the Committee with their permission. She created a timeline of the events. She said that she had emailed earlier in the day with a request that the item be tabled # 2 on the agenda, which is a small item in a larger project. She said that she wanted to make sure that the Committee had complete information and an opportunity to exercise their elected representation responsibilities.

Ms. Goldstein said that the East Avenue project, which along side of the renovations of the railroad bridge project is a major reconfiguration of the neighborhood. It involves both Federal and State funds along with previously allocated funding from the Council. This project had been underway for 27 years. It has outlived the original Regional Planning Authority that approved the project. There have only been three public meetings and the last public meeting was in 2010.

On November 9th, a group of East Norwalk residents requested a meeting with the Mayor about this project and the lack of transparency that occurred in the last four years since the public was last consulted and the three and a half years since the Committee last considered the project. These concerns and requests were summarized in the memo included in the Committee information packet. The fact that the staff negotiated a number of issues and changes were particularly alarming, such as the inclusion of a traffic light, a return to a three lane solution, the rights of way agreement that included the taking of three properties on East Avenue. There were also changes made about those properties in terms of parking and the Norwalk Parking Authority was not consulted.

Now there are other substantial changes to the project, such as a reduction of the area included, the addition of potential decorative lighting without Third Taxing District consultation, and new State statutes.

Ms. Goldstein requested that the Committee refrain from spending any more money on this project until the Committee has had time to receive all the information and the full Council has an opportunity to represent the public in this matter.

Mr. Mike Mushak came forward and said that he was the Co-chair of the Bike/Walk Task Force, but was not speaking as the Co-chair since that Committee has not had the chance to discuss this. The Task Force never formed an opinion on this, because the committee did not exist when the project was created. A few years ago, a group met with elected representatives to talk about East Avenue. He said that the former Director had claimed that there were no plans for the project, but Mr. Mushak said that the State had a full set of plans. Mr. Mushak applauded Mr. Chimento for seeking the traffic study because being armed with more information will be result in the design of a better project. After reviewing the State plans, Mr. Mushak felt the project was inadequate. Mr. Mushak said

Mr. Chimento was addressing this now in terms of looking at the design to be more of a village feel with historic lights, street trees, brick sidewalks, really making it a downtown for East Norwalk. It will be more walkable, more bikable for everyone. He said that he believed that three lanes may work under the bridge and said that he did support the traffic study. Mr. Mushak said that there was a letter in the paper from Mr. David Park expressing concern about trucks going through East Norwalk.

Mr. Jim McCarey came forward to speak about how his mother's sidewalk was ripped up by a City plow. He said that the City had informed him that the repairs were his responsibility. He didn't want anyone getting hurt and suing his mother-in-law because she worked hard to pay for the house. He filed for a permit and had gotten a reverse mortgage to pay for the sidewalk only to have the City come in a few months later to install new sidewalks. He said that any consideration would be appreciated.

Mr. Mark Slavin, an East Avenue business owner, came forward to speak about the East Avenue project. He said that he did not have much information about it other than what was in the newspaper on Sunday. The description of the study was not comprehensive enough. He said that there was a significant amount of traffic coming out South Norwalk to East Avenue. There are also trucks that come up from Meadow Street. Two buildings have been hit by vehicles in the past year and a half.

NEW BUSINESS.

1. Approve the minutes of the Public Works Committee meeting of Tuesday, October 6, 2015.

**** MR. BONENFANT MOVED THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, OCTOBER 6, 2015.**

**** THE MOTION TO APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, OCTOBER 6, 2015 AS SUBMITTED PASSED WITH (IGNERI, BONENFANT, MELENDEZ AND MAGGIO) AND THREE ABSTENTIONS (CORSELLO, LIVINGSTON AND BOWMAN).**

Mr. Igneri said that he had tried to assemble the agenda before the long week-end and apologized for the confusion. He thought the traffic study was a good first step but when he started to talk to other committee members, he realized that there wasn't good information, because many of them are new, many had not been on this committee before and so forth, so he believed it would be best to table the item.

2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with A. DiCesare Associates, P.C., for professional engineering services relative to performing a traffic study for the immediate area of East Avenue at the Metro North Railroad Crossing, for an amount not to exceed \$39,000. Account: 90-10-4021-5777-C0471.

**** MR. IGNERI MOVED TO TABLE AGENDA ITEM 2 - AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH A. DICESARE ASSOCIATES, P.C., FOR PROFESSIONAL ENGINEERING SERVICES RELATIVE TO PERFORMING A TRAFFIC STUDY FOR THE IMMEDIATE AREA OF EAST AVENUE AT THE METRO NORTH RAILROAD CROSSING, FOR AN AMOUNT NOT TO EXCEED \$39,000. ACCOUNT: 90-10-4021-5777-C0471.**

**** THE MOTION PASSED UNANIMOUSLY.**

As a point of order, Ms. Cece asked if the table was to a specific date. Mr. Igneri replied that he was tabling the item until the Committee members had a chance to read all the materials.

#3 - Approve Planning Commission Resolution of the 8-24 review site improvements at 50 Washington Street and 36-48 North Main Street adjacent to the Webster Street Parking Lot. The Planning Commission finds that the proposed 8-24 improvements are consistent with the Plan of Conservation and Development for the City of Norwalk.

Mr. Chimento said that this was a plan to reorganize the parking in the Webster Street lot and has been approved by the Parking Authority.

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

Mr. Corsello asked for clarification on the 8-24 review. Mr. Bonenfant gave a quick overview of the CGS 8-24 review process, which is a State review process used when the City wants to allow an easement on or abandons a portion of City owned land.

Mr. Chimento explained that there is a set of steps from the back of 50 Washington Street leading down to the parking lot that encroach on the City property. Mr. Bonenfant asked about a recent issue involving a curb cut in the same area. Mr. Chimento replied that area was on North Water Street. This request primarily has to do with the steps.

Ms. Bowman asked if the City would receive any kind of donation in exchange for the easement on the property. Mr. Chimento said that they were some trees and plantings along there and behind the stores on North Main Street. There is also a loading area that will also be enhanced. Ms. Bowman said that there had been an easement issued for something in the front that had been granted by Recreations and Parks. Mr. Chimento explained that had to do with an awning. She also had some questions about how fairly the easements were being handled. Mr. Chimento said that this would be discussed at another time and this was just for the 8-24 easement.

**** THE MOTION TO APPROVE THE PLANNING COMMISSION RESOLUTION OF THE 8-24 REVIEW SITE IMPROVEMENTS AT 50 WASHINGTON STREET AND 36-48 NORTH MAIN STREET ADJACENT TO THE WEBSTER STREET PARKING LOT. THE PLANNING COMMISSION FINDS THAT THE PROPOSED 8-24 IMPROVEMENTS ARE CONSISTENT WITH THE PLAN OF CONSERVATION AND DEVELOPMENT FOR THE CITY OF NORWALK PASSED UNANIMOUSLY.**

4. Approve the use of the name Caryn's Way for the street being constructed as part of the subdivision at 67-69 Aiken Street.

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

Mr. Chimento said that there was a new subdivision under construction on Aiken Street and the original name that was proposed was the same as another street. The developer has submitted a request for changing the name to Caryn's Way. It will eventually be a City street. Mr. Bonenfant said that there was an entirely different process for naming a street after a living person. This does not apply since the name of the street does not include a person's last name.

**** THE MOTION TO APPROVE THE USE OF THE NAME CARYN'S WAY FOR THE STREET BEING CONSTRUCTED AS PART OF THE SUBDIVISION AT 67-69 AIKEN STREET PASSED UNANIMOUSLY.**

5. Receive the application for the abandonment/discontinuation of a portion of Isaacs Street beginning at the westerly boundary of the property located at 19 Isaacs Street (Tax Lot 1-29-54-0) and heading west to the easterly boundary of the property located at 20 Isaacs Street (Tax Lot 1-29-63-0) for the POKO Development project as indicated on a map prepared by Redniss & Mead entitled "Property Survey Depicting An Abandonment of A Portion of Isaacs Street Prepared for POKO-IWSR Developers, LLC, Norwalk, Connecticut," dated November 16, 2015, at the scale of 1"= 40' on file in the Department of Public Works, in consideration for the Developer paying the City of Norwalk, \$_____ in exchange for the abandoned City property and the City providing Road maintenance for the next 25 years for the abandoned portion of the road.

6. Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Isaacs Street beginning at the westerly boundary of the property located at 19 Isaacs Street (Tax Lot 1-29-54-0) and heading west to the easterly boundary of the property located at 20 Isaacs Street (Tax Lot 1-29-63-0) for the POKO Development project as indicated on a map prepared by Redniss & Mead entitled "Property Survey Depicting An Abandonment of A Portion of Isaacs Street Prepared for POKO-IWSR Developers, LLC, Norwalk, Connecticut," dated November 16, 2015, at the scale of 1"= 40' on file in the Department of Public

Works in consideration for the Developer paying the City of Norwalk, \$ _____ in exchange for the abandoned City property and the City providing Road maintenance for the next 25 years for the abandoned portion of the road; to hear all parties interested in relation to such necessity and to take such action on said necessity which it deems advisable. The Public Hearing will be held on Tuesday, January 5, 2016 at 7:00 P.M. in Room 231, 2nd Floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

**** MS. MELENDEZ MOVED TO TABLE THE FOLLOWING AGENDA ITEMS:**

5. RECEIVE THE APPLICATION FOR THE ABANDONMENT/DISCONTINUATION OF A PORTION OF ISAACS STREET BEGINNING AT THE WESTERLY BOUNDARY OF THE PROPERTY LOCATED AT 19 ISAACS STREET (TAX LOT 1-29-54-0) AND HEADING WEST TO THE EASTERLY BOUNDARY OF THE PROPERTY LOCATED AT 20 ISAACS STREET (TAX LOT 1-29-63-0) FOR THE POKO DEVELOPMENT PROJECT AS INDICATED ON A MAP PREPARED BY REDNISS & MEAD ENTITLED "PROPERTY SURVEY DEPICTING AN ABANDONMENT OF A PORTION OF ISAACS STREET PREPARED FOR POKO-IWSR DEVELOPERS, LLC, NORWALK, CONNECTICUT," DATED NOVEMBER 16, 2015, AT THE SCALE OF 1"= 40' ON FILE IN THE DEPARTMENT OF PUBLIC WORKS, IN CONSIDERATION FOR THE DEVELOPER PAYING THE CITY OF NORWALK, \$ _____ IN EXCHANGE FOR THE ABANDONED CITY PROPERTY AND THE CITY PROVIDING ROAD MAINTENANCE FOR THE NEXT 25 YEARS FOR THE ABANDONED PORTION OF THE ROAD.

6. SCHEDULE A PUBLIC HEARING OF NECESSITY FOR THE ABANDONMENT/DISCONTINUANCE OF A PORTION OF ISAACS STREET BEGINNING AT THE WESTERLY BOUNDARY OF THE PROPERTY LOCATED AT 19 ISAACS STREET (TAX LOT 1-29-54-0) AND HEADING WEST TO THE EASTERLY BOUNDARY OF THE PROPERTY LOCATED AT 20 ISAACS STREET (TAX LOT 1-29-63-0) FOR THE POKO DEVELOPMENT PROJECT AS INDICATED ON A MAP PREPARED BY REDNISS & MEAD ENTITLED "PROPERTY SURVEY DEPICTING AN ABANDONMENT OF A PORTION OF ISAACS STREET PREPARED FOR POKO-IWSR DEVELOPERS, LLC, NORWALK, CONNECTICUT," DATED NOVEMBER 16, 2015, AT THE SCALE OF 1"= 40' ON FILE IN THE DEPARTMENT OF PUBLIC WORKS IN CONSIDERATION FOR THE DEVELOPER PAYING THE CITY OF NORWALK, \$ _____ IN EXCHANGE FOR THE ABANDONED CITY PROPERTY AND THE CITY PROVIDING ROAD MAINTENANCE FOR THE NEXT 25 YEARS FOR THE ABANDONED

PORTION OF THE ROAD; TO HEAR ALL PARTIES INTERESTED IN RELATION TO SUCH NECESSITY AND TO TAKE SUCH ACTION ON SAID NECESSITY WHICH IT DEEMS ADVISABLE. THE PUBLIC HEARING WILL BE HELD ON TUESDAY, JANUARY 5, 2016 AT 7:00 P.M. IN ROOM 231, 2ND FLOOR IN NORWALK CITY HALL, 125 EAST AVENUE, NORWALK, CT.

**** THE MOTION TO TABLE THE ABOVE NAMED ITEMS PASSED UNANIMOUSLY.**

7. Approve 2016 meeting date schedule.

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

Mr. Chimento presented the item. Ms. Melendez pointed out that the January 5th meeting was the same the Democratic Caucus. Discussion followed about possibly changing the time. It was decided to leave the meeting as scheduled.

**** THE MOTION TO TABLE THE ABOVE NAMED ITEMS PASSED UNANIMOUSLY.**

ITEM FOR DISCUSSION.

• Monthly Solid Waste Report –

Mr. Chimento said that the reports from solid waste were in the packet. He said that these reports were cumulative. Currently the solid waste was on budget for recycling and collections. He said that during the year, he would like to bring some of the staff in to the meeting, so the Council Members could meet the various people who were responsible for the day to day operations.

Mr. Chimento then introduced Mr. Ralph Kolb, is the Supervising Environmental Engineer. He is responsible for the storm water and the waste treatment plant, along with the catch basins and pipes. There is a WPCA report in the packet that Mr. Kolb created. The City handles approximately 13 million gallons a day and there have been questions about the City's capacity to handle additional flow. Mr. Chimento said that there were surge capacities in the plant that could handle the storm water and sewage flow without any releases to the water.

Mr. Kolb said that the new headworks that were recently installed was designed to handle 95 million gallons a day. If there was a day when the City reached 95 million gallons a day (MGD), 30 million would be processed in the treatment plant and 65 million would go through the wet weather process, which involves drum screens and chlorination before being released back into the river. He gave an overview of the process.

Ms. Burns directed everyone's attention to Item D-1 in the packet. There is no capacity issue with handling the flow from the mall site, or any of the other developments in the City. The actual amount processed in the City has been reduced due to low flow toilets and other appliances. There are some capacity issues that are being addressed by the developer because the sanitary pipes are old and will have to be replaced. It is an issue with the pipes and not capacity. The discussion then moved to the projected amount of 100,000 GD discharge from the mall, which is well within the system's ability to handle. Mr. Kolb pointed out that there was language in the memo that address this and gave an overview of the provisions.

Discussion followed about future capacity projections.

Mr. Chimento introduced Ms. Burns and Mr. Sotnik, both of whom are engineers.

Mr. Bonenfant asked about the extra capacity in the system when it rains. He wished to know if there were illegal hook ups and how storm water ended up in the sewage flow. Mr. Kolb explained that there were still approximately 10% of the catch basins in the City that were tied into the sewer lines. Ms. Burns said that originally, these lines were built that way. There are some roof leaders and sump pumps from private residences that also are connected. If there are capacity issues, it would be addressed, but the goal is to have all the flow come to the treatment plant so that it will be treated before being released back into the river. Ms. Burns said that ultimately all storm water will have to be treated. Mr. Chimento said that the State had just released new regulations on the treatment of storm water. He listed a number of actions that have to be performed when there is a rainfall. Discussion followed about storm water running directly into the Sound.

- **LED Street Light Conversion program** - Mr. Chimento said that he had been doing some research with Eversource regarding changing out the street lights to LED lights. This would reduce the power consumption by 2/3rds. He said that as there are more discussions with Eversource and the other companies. He said that the Return on Investment (ROI) would be approximately 3 1/2 years. Mr. Chimento said that he would update the Committee as more information became available. Mr. Igneri said that one of the companies came in and changed 35 high watt spot lights with LEDs and he noticed an immediate reduction in the bills and the house was cooler. There are 7,000 cobra lights in the City. This does not include the ornamental lights.

Mr. Bonenfant asked who had the right to change out the lights. Mr. Chimento said that the City has the right to use the poles but was unsure as to who owns the lights. It is not just a matter of switching out a light bulbs. Discussion followed.

- **Clearing of MLK Drive, Bouton Street and Lowe Street** – Mr. Chimento said that there was a report that someone was living near Lowe Street on Martin Luther King Boulevard (MLK). Crews were sent out and cleaned up the area. He directed

everyone's attention to the pictures in the packet. The discussion then moved to a homeless encampment by a concrete building between MLK and Metro North. Mr. Chimento said that there was a liability issue because if the City knows about it and someone gets hurt, the City can be sued.

• **Eversley Avenue Sidewalks** - Mr. Chimento said that he had spoken to the Mr. McCarey about the sidewalk. The property owner was notified that it should be repaired. After that, it was decided that all the sidewalks on Eversley should be done. He said that the home owner had replaced the sidewalk and was asking for some kind of reimbursement. Discussion followed. Mr. Bonenfant said that during the last session he had objected to the sidewalk ordinance because one homeowner would be required to replace their sidewalk while residents two streets over would be getting a new sidewalk from the City. Ms. Burns gave an overview of the process, which factors in how much of the sidewalk needs to be replaced and whether the street was slated for repaving. There are also financial considerations. Ms. Maggio asked that backup information be sent to her.

Ms. Maggio left the meeting at 8:15 p.m.

The discussion moved to the Customer Service report. Mr. Corsello pointed out that the homeowners are responsible to have the sidewalks safe. Mr. Sotnick pointed out that the City may know they were going to do the street paving, but they may not decide to do the sidewalks. Mr. Ignieri said that it would be important to check with Corporation Counsel so they don't set a precedent. Mr. Bonenfant said that there was a process where the homeowner could request that the "loan" be added to the taxes over a ten year period. Mr. Ignieri said that there needed to be more information and it should be included as a discussion item. since it is not clear if the Committee has the authority to do this.

• **New Member Tour (Public Works Center, Wastewater Plant, Transfer Station)** Mr. Kolb can arrange a tour of the sewage treatment plant. Mr. Ignieri requested Mr. Chimento draw up a schedule and the Committee can decide on a date. Discussion followed.

• **Department of Public Works Organizational Assessment Report** - Mr. Chimento then displayed a proposed organizational chart. There has been a problem with issuing permits. He indicated which position would be eliminated and how the department will be reorganized.

Ms. Burns spoke about the Customer Service "Click and Request App" that links the residents directly to Customer Service. Residents will be able to report issues from their mobile devices. Mr. Chimento then said that people could now file for a driveway repaving permit online. Discussion followed.

The reorganization clarifies the chain of command. Currently the department is handling about 140 engineering projects, which does not include the day to day operations. Previously, there was a backlog of permits with a 9 to 12 month wait. Ms. Burns has worked for the City for 12 years. She said that by grouping the transportation services together was very efficient. Public Works also handles many of the Redevelopment Agency projects.

Mr. Igneri asked if all the projects had been worked into the budget. Mr. Chimento said that they had done this. There are no new positions. Personnel are being shuffled around into different positions. Everything is being done transparently. The changes have been positively received.

Mr. Bonenfant asked what happened to the City staff that formerly handled the waste pick-up. Ms. Burns said that the arbitration was drawn out over a long period of time and during that time, when ever other positions opened up, the City transferred the staff members into it. By the time the arbitration was settled, all the staff had been moved into new positions. Mr. Bonenfant asked what happened to the old garbage trucks. Ms. Burns said that as long as the City continued the bulk waste pick up, the department needed to have garbage trucks. She cautioned everyone that the trucks were really old.

Mr. Chimento said that rather than having concentrated bulk waste days twice a year, he would like to have scheduled bulk waste pick up. The resident would call in and then schedule an appointment for the item to be picked up.

Mr. Chimento said that he would like to expand the street sweeping in downtown to four times a week. Currently, it is being done once a week. The discussion moved to the costs involved in this.

Mr. Igneri asked about whether a composting site had been identified. Mr. Chimento said that he hadn't considered it recently. Ms. Burns said that there was no site in the City, but the material is being composed in Easton on a farm. It was noted that Greenwich, Fairfield and New Canaan all have sites.

Ms. Jackie Lightfield asked Mr. Chimento asked if they would be expanding the geographic range if the sweeping cycle goes up to 4 days a week with alternates sides Norwalk and South Norwalk. Mr. Chimento said that he thought it would increase the geographic range.

**Next Meeting: Tuesday, January 5, 2016
7:00 p.m.
Room 231, Norwalk City Hall**

ADJOURNMENT

**** MR. LIVINGSTON MOVED TO ADJOURN.
** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:58 p.m.

Respectfully submitted

S. L. Soltes
Telesco Secretarial Services

A. DiCesare Associates, P.C.
690 Clinton Avenue, Bridgeport, Connecticut 06604
*phone: 203-696-0444 * fax: 203-696-1094 * e-mail: dicesare@adicesarepc.com*

December 30, 2015

Mr. Bruce Chimento
Director of Public Works
City of Norwalk
Department of Public Works
125 East Avenue, City Hall
Norwalk, Connecticut 06856-0798

Attn: Ms. Lisa Burns, P.E.
Project Manager

Re: East Avenue Roadway Improvements
Phase III – Final Design
ADA File No. 207023

Dear Ms. Burns:

Transmitted herewith is our Scope of Work & Cost Proposal to perform a Final Design services in connection with the above referenced project. We hope and trust the supporting documentation is adequate and appropriate.

Should there be any questions or need for additional information, please do not hesitate to contact me.

Very truly yours,
The Office of
A.DiCesare Associates, P.C.



Arthur DiCesare, P.E.
Engineer-in-Charge

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EAST AVENUE ROADWAY IMPROVEMENTS

SCOPE OF SERVICES

❖ INTRODUCTION:

The Connecticut Department of Transportation (ConnDOT) has declared a state of emergency for the replacement of the bridge which supports train traffic over the Norwalk River in the City of Norwalk between South Norwalk and East Norwalk. The bridge which is commonly known as the WALK Bridge serves as a vital link along the Northeast Corridor. The replacement of this bridge requires extensive preparatory measures, such as the construction of a "new" controlled interlocking for train tracks, re-routing of traction power, railroad signal & communication systems to maintain train traffic during the reconstruction effort, realignment of train tracks to accommodate the "new" movable structure, reconstruction of retaining walls either side of the river crossing and the reconstruction the railroad bridges crossing Fort Point Street, Osborne Avenue and East Avenue in East Norwalk.

Roadway improvements along East Avenue are planned in conjunction with the replacement of the railroad bridge over East Avenue. Roadway improvements include, but are not limited to, widening of East Avenue beneath the bridge (abutment to abutment), re-profiling of the roadway to improve vertical clearance beneath the bridge, utility relocation, storm water drainage improvements, signalization improvements property acquisition, establishment of a construction staging area which will be converted to commuter parking at the conclusion of reconstruction, station improvements to the East Norwalk Train Station, and sidewalk reconstruction.

East Avenue Roadway Improvements & Reconstruction of the East Avenue Railroad Bridge is a joint project being planned and designed by the City of Norwalk and the Connecticut Department of Transportation. Respective responsibilities are as follows:

- Design of East Avenue Roadway Improvements – City of Norwalk with A.DiCesare Associates, P.C., as Prime Consultant
- Design of Reconstruction of the East Avenue Railroad Bridge – ConnDOT with M.G.McLaren, P.C., as Prime Consultant

The roadway improvements design documents are presently at 60% complete. The scope of work herein is for the completion of the design effort and submission of Final design documents (100% complete).

The joint project was presented at a Public Information Meeting on March 17, 2009. Since the Public Information Meeting, properties impacted by the roadway improvements were identified and rights-of-way maps prepared. Twenty-five (25)

properties along East Avenue will be impacted by the roadway improvements. A majority (17 of 25) of properties will be impacted during the construction phase. For these properties a temporary construction easement is being sought. For the remaining properties (8 of 25) both a partial take, and/or defined easements, as well as temporary construction easement are being sought for the intended roadway improvements.

Subsequent to the Public Information Meeting it was decided by ConnDOT that three (3) properties which exist in the vicinity of the northwest quadrant of the bridge should be acquired to accommodate bridge construction staging. The acquisition of these properties would create a staging area for the Contractor, as well as create an area for Norwalk commuter parking for the East Norwalk train station once construction is complete. The acquisition has been completed at the following:

- N/F Barlow, Anna @ STA 15+00LT
- N/F Napoleone, Michele & Maria @ STA 15+25LT
- N/F Gytan, Joel & Irma @ STA 15+75LT

To address the improvements along East Avenue a number of tasks are required to be completed by A.DiCesare Associates, P.C (ADA) and its subconsultant firms in calendar year 2016 for this project to be included in the WALK project.

They are as follows:

- ❖ Task 1: Update and complete the roadway topographic survey and revise projects limits as Myrtle Street to Van Zant Street (Route 136)
- ❖ Task 2: Update Traffic Study prepared in 1996
- ❖ Task 3: Update Signalization along East Avenue
- ❖ Task 4: Prepare Roadway Drainage Report & Storm Water Discharge Permit
- ❖ Task 5: Streetscape Improvements and Community Outreach
- ❖ Task 6: Utility Relocation and Coordination
- ❖ Task 7: Design Development of Parking Lot
- ❖ Task 8: Preparation of Task 210 Investigation of select properties
- ❖ Task 9: Preparation of Design Exemptions Report
- ❖ Task 10: Convert design drawings into ConnDOT format
- ❖ Task 11: Coordinate with WALK project
- ❖ Task 12: Preparation of Final Roadway Design Documents

❖ **TASK 1: UPDATE & COMPLETE ROADWAY TOPOGRAPHIC SURVEY**

In the early 1990's the Connecticut Department of Transportation performed a topographic survey for the replacement of the East Avenue Railroad Bridge. This survey extends along the Railroad Right-of-Way and portions of East Avenue. With the

inclusion of the East Avenue Roadway Improvements, the City of Norwalk augmented the ConnDOT survey of the roadway improvements from Olmstead Place to Rowan Street. The survey that was prepared by ConnDOT and further augmented by the City was based on the National Grid Vertical Datum of 1929 (NGVD 1929). Since the East Avenue project will be included with the WALK Project, for which respective surveys must be the same. The WALK project, Fort Point Street Bridge, Osborne Avenue Bridge and East Bridge surveys have been created in the National American Vertical Datum of 1988 (NAVD 1988) thus, the survey along East Avenue needs to be updated and re-created in NAVD 1988.

Additionally as the project limits are being changed from Olmstead Place to Myrtle Street to the north; and from Raymond Street to Van Zant Street to the south. Additional survey is required from Raymond Street to Van Zant Street and one (1) additional property map will be needed for the parcel extending to Van Zant Street.

The project survey needs to include Digital Terrain Modeling (DTM) format for design purposes. It is assumed that the DTM would be provided by ConnDOT for the extent of the East Railroad Bridge, and the remaining required survey can be created from the existing file.

❖ **TASK 2: TRAFFIC STUDY (by Parsons Brinckerhoff)**

The purpose of performing a traffic engineering analysis is to update the most recent traffic study (circa 1996) including; traffic signal synchronization along East Avenue from I-95 ramps to Winfield Street (Route 136), warrant analysis for installation of a traffic control signal at Fort Point Street, traffic lanes, sidewalks, and potential bike lane configuration on East Avenue between Fitch Street and Winfield Street.

The following "Items of Work" are required:

Items of Work:

- 2.1 Field observe and compile local condition data at the study intersections including; lane configuration, turn restrictions, parking restrictions, bus stops, pedestrian controls, signing by location, size and condition.
- 2.2 Collect daily traffic volumes, speed and vehicle classifications count on three (3) roadway segments for duration of 3-days (Thursday, Friday, and Saturday). The counts shall be collected by means of Automatic Traffic Recorders (ATR), by direction and summarized in 15-minute increments.

- 2.3 Compile peak hour manual traffic volume counts including turning movements, vehicle classification, and pedestrian activity for East Avenue at Myrtle Street Extension, Fort Point Street / Fitch Street and Route 136 intersections. The counts shall be collected during a typical weekday morning (6:00 am to 9:00 am), mid-day (11:00 am to 1:00 pm), afternoon (3:00 pm to 6:00 pm), and Saturday mid-day (11:00 am to 1:00 pm) peak periods. The counts shall be balanced. A Print out of the Intersection Traffic Count Report shall be prepared for each peak period.
- 2.4 Perform capacity analysis at each intersection for the four existing year peak hour periods collected. For intersection operational analysis, use SYNCHRO™ software (latest version as of notice to proceed) with the existing signal timing, phasing, and lane use. For each AM and PM peak periods, prepare the SimTraffic™ simulation to be used at meetings. We shall recommend and revise timing, phasing, and lane use within the limits of existing roadway layout geometry at study intersections that do not operate adequately. The traffic analysis also includes alternative travel lane reduction on East Avenue from Fitch Street to Winfield Avenue for accommodation of bike lanes and/or sidewalks. Using ConnDOT traffic forecasting growth rate, develop 2040 design hourly volumes (Peak AM and PM) and perform capacity analysis at each study intersection.
- 2.5 Perform a queue analysis for each lane group approaching the signalized intersections in the project for the same time periods used for final capacity analysis utilizing output from SYNCHRO software. A printout of the queue length calculations shall be submitted for each intersection and peak hour analyzed.
- 2.6 Compile and tabulate accident data for each intersection based on the most recent three-year accident experience. Obtain accident data from the City of Norwalk Police Department. Prepare collision diagrams and address potential traffic safety problems. This safety data will be used in engineering analysis.
- 2.7 Utilizing traffic, pedestrian and accident data, perform signal warrant analysis at East Avenue and Fort Point Street intersection to verify its conformity with the Federal and State standards and guidelines.
- 2.8 Prepare a technical design memorandum for the traffic signalization improvements.
- 2.9 Update the Traffic Study Report prepared by M. G. McLaren/GM2 Associates dated December, 1996.

❖ **TASK 3: TRAFFIC SIGNALIZATION (by Parson Brinckerhoff)**

Coincident with roadway improvements along East Avenue, improved traffic signalization is required. Traffic signalization is apportioned as follows:

- ✓ Installation a new traffic control signal and communication improvements at the East Avenue and Fort Point Street intersection.
- ✓ Traffic Signal equipment replacement including signal controller, cabinet, and foundation along East Avenue at Winfield Street, Fitch Street, Myrtle Street, and Raymond Terrace/St. Johns Street intersections.
- ✓ Traffic signal coordination along East Avenue corridor from Winfield Street to Myrtle Street & St. Johns Place Intersection.

The project limit is contained to the intersection approaches from approximately 400± feet in each direction. However, the fiber optic communication design will extend along East Avenue connecting to the central computerized traffic signal control system at City Hall (125 East Avenue).

The following “Items of Work” are required:

Items of Work:

- 3.1 Prepare 1" = 30' plan of traffic control signal improvements at study intersections. The plans shall be prepared in accordance with the guidelines and specifications contained in the Division of Traffic Engineer's "Traffic Control Signal Manual" and consistent with the City of Norwalk standards. The plan shall show the location of traffic signal equipment, a detail of controller and Hand-hole location, phasing diagram, sequence and timing, pre-emption, special notes, lane-use signing, pavement markings, coordination and interconnect information, ROW, pertinent roadside development and features, utility poles, catch basins, hydrants, sidewalks, existing and proposed sidewalk ramps, driveways, signal faces, construction notes, details and all necessary dimensions.
- 3.2 Prepare preliminary communications/interconnect plan showing location of the communication cable routing, number of cables and strands in each run, whether the run is in new conduit, existing conduit, or aerial, new/existing hand holes, manholes, and pole laterals for conduit runs.
- 3.3 A fiber optic system architecture diagram shall also be included with the communication plan which includes all fiber optic interconnect and drop cables, intersection controller cabinets including fiber optic patch panels and Ethernet switches, and fiber optic connections.
- 3.4 Develop fiber optic splice tables and patch panels within the traffic signal controller cabinets. The tables will be prepared in MicroStation format and

provide the fiber optic contractor the level of detail needed to make the required fiber optic connection

- 3.5 Semi-final design will not commence until all comments are received from the City and ConnDOT, we shall review and incorporate the comments from the Preliminary design review.
- 3.6 Prepare electrical cable design for the new traffic signal in accordance with the guidelines set forth in the Division of Traffic Engineer's "Traffic Control Signal Manual".
- 3.7 Prepare span pole or mast arm calculations in accordance with the State latest structural design for span pole and mast arm profile design.
- 3.8 Prepare a detailed estimate sheet by location, and total proposal estimate.
- 3.9 Prepare appropriate standard detail sheets and miscellaneous details necessary to construct the project.
- 3.10 Prepare required standardized instructions provided by the City, project specifications and special provisions to the Department Standard Specifications.
- 3.11 Prepare the semi-final design package and submit to the City and ConnDOT. The design package will include the following:
 - ✓ Detailed estimate sheet
 - ✓ Plan sheets – traffic control signal and fiber optic communications
 - ✓ Typical details
 - ✓ Project specifications and special provisions
- 3.12 Final design will not commence until all comments are received from the City and ConnDOT. We shall incorporate the comments from the Semi-final design review or respond in writing with an explanation why comments were not incorporated into design.
- 3.13 Prepare and submit Report to Office of State Traffic Administration (OSTA).

❖ **TASK 4: ROADWAY DRAINAGE (by Parsons Brinckerhoff) – AS NEEDED**

A formal drainage study that conforms to the drainage analysis requirements presented in the 2000 ConnDOT Drainage Design Manual may be required. The Drainage Study will be prepared during the Semi-Final Design Phase of the project and submitted to ConnDOT with the Semi-Final Design submission. Also, storm water quality measures will be reviewed and recommendations made to conform to the City of Norwalk regulations for parking lot storm drainage systems.

The following "Items of Work" are required:

Items of Work:

- 4.1 Prepare a drainage system model. The drainage model will be based on both available survey data and State of Connecticut mapping. We will coordinate the drainage modeling software with ConnDOT Drainage prior to initiating the effort.
- 4.2 Prepare a drainage study in conformance with the ConnDOT Drainage Manual and in conformance with the City of Norwalk regulations for storm water management, including storm water quality measures.
- 4.3 The proposed storm water management plan will include water quality measures to limit urban pollutants from discharging into the downstream drainage system.
- 4.4 Prepare Storm Water Discharge Permit

The scope of the drainage analysis will include roadway drainage improvements within the Project Limits and the improved system along Gregory Boulevard.

❖ **TASK 5: STREETSCAPE IMPROVEMENTS & COMMUNITY OUTREACH**

The reconstruction of the East Avenue Railroad Bridge and associated roadway improvements will have a lasting effect on East Norwalk. The design should be sensitive to the needs of the community which includes its residents, its businesses and the overall character of the section of Norwalk. Streetscape enhancements will be developed for consideration. Community outreach and participation will be encouraged to help select streetscape improvements to be incorporated with the design to respond to this need.

Streetscape alternates will be developed to solicit input from City officials and community groups under this task. A total of five (5) meetings have been budgeted for this task.

❖ **TASK 6: UTILITY RELOCATION**

Working together with the City of Norwalk, ADA will chair utility coordination and relocation meetings. It is anticipated that utilities affected will include the following:

- Water – First District Water
- Electric – Third Taxing District
- Gas – Eversource
- Cable – Cablevision of CT
- Telephone - Frontier

- Fiber Optic – Fiber Technologies
- Digital Back Office – Fiber Technologies
- Traffic Fiber – City of Norwalk
- Sanitary Sewer – City of Norwalk

It is anticipated that each respective utility will perform test pits to identify their respective utility. The City of Norwalk-Department of Public Works, when notified by the respective utility, will utilize its survey capabilities to retain test pit data and forward this data to ADA for inclusion to the Contract Drawings.

Utility meetings with affected utility companies will be conducted and ADA will seek relocation plans from each utility company and coordinate the relocation effort. Documentation of field meetings and agreements made with affected utility companies will be prepared and submitted to the City and ConnDOT.

❖ **TASK 7: DESIGN DEVELOPMENT OF PARKING LOT**

The State of Connecticut has acquired the following properties in order to facilitate bridge construction and provide additional at-grade parking at the corner of East Avenue and Fort Point Street:

- N/F Barlow, Anna @ STA 15+00LT
- N/F Napoleone, Michele & Maria @ STA 15+25LT
- N/F Gytan, Joel & Irma @ STA 15+75LT

ADA shall perform a site investigation to assess existing site conditions and requirements for the development of the structural and civil design. ADA will develop a layout plan for the requisite retaining wall(s). The layout will address retaining wall & foundation type and will also consider locations of drainage structures and fixed elements including “new” staircase to high level platform serving the East Norwalk Train Station, driveway to at-grade parking, lighting, and any other surveyed features. The retaining wall will incorporate architectural finishes to correlate with the architectural finish of the railroad bridge.

Structural analysis will be performed to develop foundation loads. The loads will be used to establish the type and size of new foundations.

Drawings based on the approved parking lot expansion layout plan will include:

- 7.1 Parking lot layout and construction plan. The plan will define the overall parking lot layout, provide construction staking information, and define the construction requirements via construction callouts. We will provide one construction baseline to reference layout information. The parking lot layout will be reviewed for appropriate circulation and handicap parking space locations.

- 7.2 The creating of the parking lot will result in a significant disturbance. We will prepare a Sedimentation and Erosion Control Plan. The plan will include details, soil erosion and sedimentation narrative, and the layout of the erosion control measures.
- 7.3 Drainage and Grading Plan. The plan will define the proposed drainage system and modifications to the existing system, if required. The plan will indicate storm water quality and storm water management measures. The plan will also provide a detailed grading layout of the site. The grading will include 1 one foot contours and spot elevations to define the grading intent.
- 7.4 Pavement Marking and Signing Plan. The plan will describe the proposed pavement markings, including color and materials. Locations and legends of proposed site signing will be identified using standard ConnDOT Sign catalog numbers and legends.
- 7.5 Site Lighting Plan. The plan will show the proposed light pole locations, describe the fixtures and wattages. The plan will also indicate the proposed foot candles across the limits of the parking areas. We assume that the Department and/or City will provide specific guidance on the type of fixtures that will be required on site based on typical parking lot lighting at other train station facilities along the New Haven Line. The lighting design will include wiring diagrams for the service and circuitry for the control cabinet, lighting controls and pertinent details.
- 7.6 Perform topographic survey for conversion of the three (3) parcel site.
- 7.7 ADA will provide Design Drawings and Specifications. All drawings and specifications shall follow and incorporate all State and Local codes, Form 816 and the latest edition of the MNR Station Standard Guidelines (as applicable).
- 7.8 ADA will submit to both the City and ConnDOT 60% and 90% Contract Documents for review and comment. It will include a set of drawings and specifications. The plans for review shall include the following:
- ✓ Contract Drawings
 - ✓ Special Provisions
 - ✓ Design Calculations
 - ✓ Sequence of Construction
 - ✓ Engineer's Construction Cost Estimate and Contract Time Analysis
- 7.9 ADA will submit 100% Final Plan Documents including the revisions to review comments as provided by the City and ConnDOT. It will include a set of final drawings and specifications to be submitted to the City and ConnDOT.

❖ **TASK 8: PREPARATION OF SURFICIAL SITE INVESTIGATION REPORT – AS NEEDED**

Responsive to the Connecticut Department of Transportation's Environmental Compliance Division Task 110-Corridor Land Use Evaluation Report, a Task 210-Surficial Site Investigation (210-SSI) should be performed in the area of proposed drainage improvements.

A 210-SSI will consist of the advancement of direct push borings utilizing a Geoprobe system for soil sampling. Samples will be collected from each boring @ 4 and 8 feet intervals measured from top of roadway. Each soil sample will be field screened for VOC's utilizing a photo ionization detector (PID). Additionally one (1) groundwater grab sample from the site will be collected.

Each soil sample will be analyzed for the following parameters:

- Extractable Total Petroleum Hydrocarbons (CT-ETPH Method)
- Volatile Organic Compounds (EPA Method 8260)
- Base-Neutral Extractable Compounds (EPA Method 8270)
- Polychlorinated Biphenyls (EPA Method 8082)
- Total and SPLP RCRA 8 Metals (EPA 6000 Series)

The ground water sample will be analyzed for the following:

- Extractable Total Petroleum Hydrocarbons (CT-ETPH Method)
- Volatile Organic Compounds (EPA Method 8260)
- Base-Neutral Extractable Compounds (EPA Method 8270)
- Polychlorinated Biphenyls (EPA Method 8082)
- Total RCRA 8 Metals (EPA 6000 Series)

Following completion of field investigation and upon receipt of analytical data, a Task 210-SSI Report will be prepared. The report will utilize CTDEP Remediation Standard Regulations to evaluate the data.

The number of locations for Task 210 Investigation pending review with ConnDOT & City DPW.

❖ **TASK 9: PREPARATION OF DESIGN EXEMPTIONS REPORT**

The semi-final roadway improvements design phase has revealed a number of design exceptions. ADA will prepare and submit a design exceptions report. It is anticipated that this Design Exceptions Report will be forwarded to ConnDOT for its review and comment.

Design standards and exceptions include the following:

▪ **EAST AVENUE ROADWAY - MAJOR ARTERIAL**

DESIGN FEATURE	AASHTO	Norwalk DPW	Proposed	DESIGN EXCEPTION
Design Speed	50 mph	45 mph	25 mph	YES
Lane Width	12 feet	12 feet	11 feet	YES
Shoulder Lane Width	4 feet	4 feet	2 feet	YES
Sidewalk Width	6 feet	7 feet	5 feet	YES
Grade (minimum)	0.5%	0.5%	0.5%	
Grade (maximum)	4 %	4 %	4 %	
Stopping Sight Distance	250 feet	350 feet	275 feet	YES
Cross Slope	1.5 – 2%	2 %	2 %	
Vertical Clearance	14'-6"	NA	14'-2"	YES

▪ **FORT POINT STREET - MINOR ARTERIAL**

DESIGN FEATURE	AASHTO	Norwalk DPW	Proposed	DESIGN EXCEPTION
Design Speed	40 mph	40 mph	25 mph	YES
Lane Width	12 feet	12 feet	11 feet	YES
Grade (minimum)	0.5%	0.5%	0.5%	
Grade (maximum)	4 %	6 %	8 %	YES

▪ **METRO-NORTH PARKING LOT – DRIVEWAY (NE QUADRANT)**

DESIGN FEATURE	AASHTO	Norwalk DPW	Proposed	DESIGN EXCEPTION
Grade (minimum)	0.5%	0.5%	0.5%	
Grade (maximum)	8 %	8 %	14.25 %	YES

❖ **TASK 10: CONVERT DESIGN DRAWINGS TO CONNDOT FORMAT**

The semi-final roadway design was completed using the City's protocol of AUTOCAD for design documents. As ConnDOT will incorporate the roadway improvements project with other facets of the WALK project, it is necessary to convert existing design documents to ConnDOT protocol. ConnDOT uses MicroStation as its software protocol to develop design drawings, furthermore ConnDOT uses a Digital Design Environment (DDE) for design documents. ADA will need to convert its design files to MicroStation adopting ConnDOT's DDE format under this task.

❖ **TASK 11: COORDINATION WITH WALK PROJECT**

ConnDOT has included the planned improvements along East Avenue roadway with its "WALK Project". The WALK project is a high profile project with an aggressive schedule of design milestones. To help assure achievement of the schedule, ConnDOT plans, to conduct at minimum, monthly design meetings with all design professionals to coordinate the various segments of the overall project. A total of twelve (12) meetings have been budgeted for this task.

❖ **TASK 12: FINAL ROADWAY DESIGN DOCUMENTS**

The semi-final roadway improvements design phase was completed 2011. In order for the roadway improvements to be included with the WALK project. Final design documents are required.

The following "Items of Work" are required:

Items of Work:

- 12.1 Respond to comments received on the Semi-Final Design Submission
- 12.2 Finalize horizontal alignment.
- 12.3 Finalize vertical alignment.
- 12.4 Finalize roadway development plan sheets.
- 12.5 Finalize roadway profile sheets.
- 12.6 Prepare Intersection Grading Plans
- 12.7 Finalize roadway cross sections @ 50-feet intervals.
- 12.8 Develop roadway cross sections at intersecting streets and major driveways.

- 12.9 Finalize roadway drainage system.
- 12.10 Finalize sedimentation and erosion control plans.
- 12.11 Finalize maintenance and protection of traffic plans.
- 12.12 Finalize roadway signage plan and pavement-marking plan for the project limits.
- 12.13 Finalize data in support of environmental permit submissions.
- 12.14 Prepare Special Provisions and Construction Time Chart.
- 12.15 Develop construction quantities and cost estimate.
- 12.16 Prepare and submit Final Plan Contract Documents by way of prints and electronic files.

Design Services for East Avenue Roadway Improvements

PROJECT SUMMARY

Description	Estimated Cost
Task 1: Topographic Survey	\$26,000
Task 2: Traffic Study	\$40,000
Task 3: Traffic Signailization	\$65,000
Task 4: Roadway Drainage (AS NEEDED)	\$30,000
Task 5: Streetscape Improvements	\$18,000
Task 6: Utility Relocation	\$25,000
Task 7: Parking Lot	\$42,000
Task 8: Surficial Site Investigation (AS NEEDED)	\$20,000
Task 9: Design Exemptions Report	\$5,000
Task 10: Convert Design Drawings	\$7,000
Task 11: Coordinarion with WALK Project	\$16,000
Task 12: Roadway Design	\$65,000
TOTAL	\$359,000

EAST AVENUE ROADWAY IMPROVEMENTS									
	NORWALK, CONNECTICUT								
TASK 2 : TRAFFIC STUDY	Engineering Manager	Supervising Engineer	Senior Engineer	Engineer	Admin	Totals	reimbursible expenses (allowance)	direct expenses (allowance)	
2.1 Field observations & local data collection at study intersections	4	4	8	10		26	\$ 85.00		Travel
2.2 Traffic data collection (ATR counts) Including speed and vehicle classifications	2	2	4	10		18		\$ 1,200.00	Traffic Counts
2.3 Complete peak hour manual traffic volume counts for four peak hour times	2	2	4	12		20		\$ 2,800.00	Traffic Counts
2.4 Capacity analysis at each intersection using Synchro for four peak hour times	4	4	16	40		64			
2.5 Queue analysis for each lane group at each signalized intersection using Synchro			2	4		6			
2.6 Collect, compile and tabulate accident data	2	1	8	32		43			
2.7 Perform signal warrant analysis at East Ave and Fort Point St	2	1	4	8		15			
2.8 Prepare traffic design memorandum	2	4	8	32	1	47	\$ 125.00		Printing
2.9 Update the Traffic Study Report prepared by M.G.McLaren/GM2	2	2	16	24	2	46			
TOTAL HOURS	20	20	70	172	3	285.0			
AVERAGE HOURLY RATES	\$100.00	\$65.27	\$46.27	\$32.79	\$24.04				
DIRECT LABOR	\$2,000.00	\$1,305.40	\$3,238.90	\$5,639.88	\$72.12	\$ 12,266.30			
BURDEN, FRINGE & OVERHEAD (159.80%)	\$3,196.00	\$2,086.03	\$5,176.76	\$9,012.53	\$116.25	\$ 19,586.57			
SUBTOTAL	\$6,196.00	\$3,391.43	\$8,414.66	\$14,652.41	\$187.37	\$ 31,841.87			
PROFIT (10%)	\$619.60	\$339.14	\$841.47	\$1,465.24	\$18.74	\$ 3,184.19			
TOTAL	\$6,715.60	\$3,730.57	\$9,256.13	\$16,117.65	\$206.10	\$ 35,025.05	\$ 210.00	\$ 4,000.00	
	TOTAL \$	39,236.05							
	SAY \$	40,000.00							

EAST AVENUE ROADWAY IMPROVEMENTS										
NORWALK, CONNECTICUT										
TASK 3 : TRAFFIC SIGNALIZATION	Engineering Manager	Supervising Engineer	Senior Engineer	Engineer	Admin	Totals	reimbursable expenses (allowance)			
3.1 Prepare traffic control signal improvements base plans	2	10	50	140		202	\$ 170.00	Travel		
3.2 Prepare preliminary communications/interconnect plan	1	8	16	32		57				
3.3 Prepare fiber optic system architecture diagram			8	8		16				
3.4 Develop fiber optic splice tables		4	12	8		24				
3.5 Prepare & submit preliminary design		4	16	16	4	40	\$ 125.00	Printing		
3.6 Prepare electrical cable design for new traffic signal		1	4	4		9				
3.7 Prepare span pole or mast arm calculations		2	8	8		18				
3.8 Prepare detailed estimate sheet by location		1	4	8		13	\$ 125.00	Printing		
3.9 Prepare standard detail sheets			2	3		5				
3.10 Prepare special provisions	1	8	16	24		49				
3.11 Prepare & submit semi-final design		2	8	12	4	26	\$ 125.00	Printing		
3.12 Prepare & submit final design	2	8	24	32	8	74	\$ 125.00	Printing		
3.13 Prepare & submit Report to State Traffic Administration		8	8			16				
TOTAL HOURS	6	56	176	295	16	549.0				
AVERAGE HOURLY RATES	\$100.00	\$65.27	\$46.27	\$32.79	\$24.04					
DIRECT LABOR	\$600.00	\$3,655.12	\$8,143.52	\$9,673.05	\$384.64	\$ 22,456.33				
BURDEN, FRINGE & OVERHEAD (159.80%)	\$958.80	\$5,840.88	\$13,013.34	\$15,457.53	\$614.65	\$ 35,885.22				
SUBTOTAL	\$1,558.80	\$9,496.00	\$21,156.86	\$25,130.58	\$999.29	\$ 58,341.55				
PROFIT (10%)	\$155.88	\$949.60	\$2,115.69	\$2,513.06	\$99.93	\$ 5,834.15				
TOTAL	\$1,714.68	\$10,445.60	\$23,272.55	\$27,643.64	\$1,099.22	\$ 64,175.70	\$ 670.00			
	TOTAL \$	64,845.70								
	SAY \$	65,000.00								

EAST AVENUE ROADWAY IMPROVEMENTS									
NORWALK, CONNECTICUT									
TASK 4 : ROADWAY DRAINAGE	Engineering Manager	Supervising Engineer	Senior Engineer	Engineer	Admin	Totals	reimbursable expenses (allowance)		
4.1 Prepare drainage system model	2	12	40	40		94			
4.2 Prepare drainage study	4	12	40	64		120			
4.3 Prepare storm water management plan				8		8			
4.4 Develop storm water discharge permit				8	8	16			
TOTAL HOURS	6	24	80	120	8	238.0			
AVERAGE HOURLY RATES	\$100.00	\$65.27	\$46.27	\$32.79	\$24.04				
DIRECT LABOR	\$600.00	\$1,566.48	\$3,701.60	\$3,934.80	\$192.32	\$ 9,995.20			
BURDEN, FRINGE & OVERHEAD (159.80%)	\$958.80	\$2,503.24	\$5,915.16	\$6,287.81	\$307.33	\$ 15,972.33			
SUBTOTAL	\$1,558.80	\$4,069.72	\$9,616.76	\$10,222.61	\$499.65	\$ 25,967.53			
PROFIT (10%)	\$155.88	\$406.97	\$961.68	\$1,022.26	\$49.96	\$ 2,596.75			
TOTAL	\$1,714.68	\$4,476.69	\$10,578.43	\$11,244.87	\$549.61	\$ 28,564.28	\$ -		
	TOTAL \$	28,564.28							
	SAY \$	30,000.00							

EAST AVENUE ROADWAY IMPROVEMENTS								
NORWALK, CONNECTICUT								
	Engineering Manager	Supervising Engineer	Senior Engineer	Engineer	Admin	Totals	reimbursible expenses (allowance)	
TASK 5 : STREETSCAPE IMPROVEMENTS								
5.1 Develop streetscape improvement alternates	4	12					\$ 5,000.00	Landscape Architect
5.2 Participate in community outreach (estimated at five (5) meetings)		40		40				
TOTAL HOURS	4	52	0	40	0	96.0		
AVERAGE HOURLY RATES	\$85.00	\$60.00	\$50.00	\$35.00	\$32.00			
DIRECT LABOR	\$340.00	\$3,120.00	\$0.00	\$1,400.00	\$0.00	\$ 4,860.00		
BURDEN, FRINGE & OVERHEAD (126%)	\$428.40	\$3,931.20	\$0.00	\$1,764.00	\$0.00	\$ 6,123.60		
SUBTOTAL	\$768.40	\$7,051.20	\$0.00	\$3,164.00	\$0.00	\$ 10,983.60		
PROFIT (10%)	\$76.84	\$705.12	\$0.00	\$316.40	\$0.00	\$ 1,098.36		
TOTAL	\$845.24	\$7,756.32	\$0.00	\$3,480.40	\$0.00	\$ 12,081.96	\$ 5,000.00	
	TOTAL \$	17,081.96						
	SAY \$	18,000.00						

EAST AVENUE ROADWAY IMPROVEMENTS									
NORWALK, CONNECTICUT									
	Engineering Manager	Supervising Engineer	Senior Engineer	Engineer	Admin	Totals	reimbursible expenses (allowance)		
TASK 6 : UTILITY RELOCATION									
6.1 Conduct Meeting with Utility Companies (estimated at five (5) meetings)	16	32			10	58			
6.2 Coordinate Test Pit Program			16		12	28	\$ 8,000.00	Allowance	
6.3 Coordinate Utility Relocations and Location		16	16			32			
TOTAL HOURS	16	48	32	0	22	118.0			
AVERAGE HOURLY RATES	\$85.00	\$60.00	\$50.00	\$35.00	\$32.00				
DIRECT LABOR	\$1,360.00	\$2,880.00	\$1,600.00	\$0.00	\$704.00	\$ 6,544.00			
BURDEN, FRINGE & OVERHEAD (125%)	\$1,713.60	\$3,628.80	\$2,016.00	\$0.00	\$887.04	\$ 8,245.44			
SUBTOTAL	\$3,073.60	\$6,508.80	\$3,616.00	\$0.00	\$1,591.04	\$ 14,789.44			
PROFIT (10%)	\$307.36	\$650.88	\$361.60	\$0.00	\$159.10	\$ 1,478.94			
TOTAL	\$3,380.96	\$7,159.68	\$3,977.60	\$0.00	\$1,750.14	\$ 16,268.38	\$ 8,000.00		
	TOTAL \$	24,268.38							
	SAY \$	25,000.00							

EAST AVENUE ROADWAY IMPROVEMENTS									
NORWALK, CONNECTICUT									
TASK 8 : SURFICIAL SITE INVESTIGATION									
	Engineering Manager	Supervising Engineer	Senior Engineer	Engineer	Admin	Totals	reimbursable expenses (allowance)	Site Investigation	
8.1 Develop Surficial Site Investigation Program & Solicit Bids		8	12	12	12		\$ 8,000.00		
8.2 Prepare Task 210 Report		12	48						
TOTAL HOURS	0	20	60	12	12	104.0			
AVERAGE HOURLY RATES	\$85.00	\$60.00	\$50.00	\$35.00	\$32.00				
DIRECT LABOR	\$0.00	\$1,200.00	\$3,000.00	\$420.00	\$384.00	\$ 5,004.00			
BURDEN, FRINGE & OVERHEAD (126%)	\$0.00	\$1,512.00	\$3,780.00	\$529.20	\$483.84	\$ 6,305.04			
SUBTOTAL	\$0.00	\$2,712.00	\$6,780.00	\$949.20	\$857.84	\$ 11,309.04			
PROFIT (10%)	\$0.00	\$271.20	\$678.00	\$94.92	\$86.78	\$ 1,130.90			
TOTAL	\$0.00	\$2,983.20	\$7,458.00	\$1,044.12	\$954.62	\$ 12,439.94	\$ 8,000.00		
	TOTAL \$	20,439.94							
	SAY \$	20,000.00							

EAST AVENUE ROADWAY IMPROVEMENTS										
NORWALK, CONNECTICUT										
TASK 9 : DESIGN EXEMPTIONS REPORT	Engineering Manager	Supervising Engineer	Senior Engineer	Engineer	Admin	Totals	reimbursible expenses (allowance)			
9.1 Prepare Design Exemptions Report		8	12		12					
9.2 Participate In Design Exemption Meeting with ConnDOT (estimated at one (1) meeting)		8								
	0	16	12	0	12	40.0	\$ 50.00			Travel
TOTAL HOURS										
AVERAGE HOURLY RATES	\$85.00	\$60.00	\$50.00	\$35.00	\$32.00					
DIRECT LABOR	\$0.00	\$960.00	\$600.00	\$0.00	\$384.00	\$ 1,944.00				
BURDEN, FRINGE & OVERHEAD (126%)	\$0.00	\$1,209.60	\$756.00	\$0.00	\$483.84	\$ 2,449.44				
SUBTOTAL	\$0.00	\$2,169.60	\$1,356.00	\$0.00	\$867.84	\$ 4,393.44				
PROFIT (10%)	\$0.00	\$216.96	\$135.60	\$0.00	\$86.78	\$ 439.34				
TOTAL	\$0.00	\$2,386.56	\$1,491.60	\$0.00	\$954.62	\$ 4,832.78	\$ 50.00			
	TOTAL	\$ 4,882.78								
	SAY	\$ 5,000.00								

EAST AVENUE ROADWAY IMPROVEMENTS									
NORWALK, CONNECTICUT									
	Engineering Manager	Supervising Engineer	Senior Engineer	Engineer	Admin	Totals	reimbursable expenses (allowance)		
TASK 10 : CONVERT DESIGN DRAWINGS									
10.1 Convert Design Darwings to MicroStation (26 drawings)				26					
10.2 Apply ConnDOT DDE Standards (26 drawings)				52					
TOTAL HOURS	0	0	0	78	0	78.0			
AVERAGE HOURLY RATES	\$85.00	\$60.00	\$50.00	\$35.00	\$32.00				
DIRECT LABOR	\$0.00	\$0.00	\$0.00	\$2,730.00	\$0.00	\$ 2,730.00			
BURDEN, FRINGE & OVERHEAD (125%)	\$0.00	\$0.00	\$0.00	\$3,439.80	\$0.00	\$ 3,439.80			
SUBTOTAL	\$0.00	\$0.00	\$0.00	\$6,169.80	\$0.00	\$ 6,169.80			
PROFIT (10%)	\$0.00	\$0.00	\$0.00	\$616.98	\$0.00	\$ 616.98			
TOTAL	\$0.00	\$0.00	\$0.00	\$6,786.78	\$0.00	\$ 6,786.78	\$ -		
	TOTAL \$	6,786.78							
	SAY \$	7,000.00							

EAST AVENUE ROADWAY IMPROVEMENTS									
NORWALK, CONNECTICUT									
TASK 11 : COORDINATION w WALK PROJECT	Engineering Manager	Supervising Engineer	Senior Engineer	Engineer	Admin	Totals	reimbursable expenses (allowance)		
11.1 Design Review Meetings with ConnDOT (estimated at twelve (12) meetings)			96	40			\$ 400.00	Travel	
11.2 Implementation of Sharepoint for Project Files									
TOTAL HOURS	0	0	96	40	0	136.0			
AVERAGE HOURLY RATES	\$85.00	\$60.00	\$50.00	\$35.00	\$32.00				
DIRECT LABOR	\$0.00	\$0.00	\$4,800.00	\$1,400.00	\$0.00	\$ 6,200.00			
BURDEN, FRINGE & OVERHEAD (126%)	\$0.00	\$0.00	\$6,048.00	\$1,764.00	\$0.00	\$ 7,812.00			
SUBTOTAL	\$0.00	\$0.00	\$10,848.00	\$3,164.00	\$0.00	\$ 14,012.00			
PROFIT (10%)	\$0.00	\$0.00	\$1,084.80	\$316.40	\$0.00	\$ 1,401.20			
TOTAL	\$0.00	\$0.00	\$11,932.80	\$3,480.40	\$0.00	\$ 15,413.20	\$ 400.00		
	TOTAL \$	15,813.20							
	SAY \$	16,000.00							

EAST AVENUE ROADWAY IMPROVEMENTS									
NORWALK, CONNECTICUT									
TASK 12 : ROADWAY DESIGN	Engineering Manager	Supervising Engineer	Senior Engineer	Engineer	Admin	Totals	reimbursible expenses (allowance)		
12.1 Submit Semi-Final Design and Respond to Comments		16	32	32		80			
12.2 & 3 Finalize Horizontal & Vertical Alignment			32						
12.4 Finalize roadway development plan	8	12	48	32					
12.5 Finalize roadway profiles			16						
12.6 Prepare intersection grading plans	2	12	48	48					
12.7 & 8 Finalize roadway cross sections and critical cross sections			24	24					
12.9 Finalize roadway drainage design				32					
12.10 Finalize sedimentation and erosion control plans				16					
12.11 Finalize maintenance and protection of traffic plans				24					
12.12 Finalize roadway signage and pavement marking plans				16					
12.13 Furnish data for permit submission		2		8					
12.14, 15 & 16 Provide project plans, specifications and cost estimate	4	12	16	48	32		\$ 500.00	Printing	
TOTAL HOURS	14	54	216	280	32	596.0			
AVERAGE HOURLY RATES	\$85.00	\$60.00	\$50.00	\$35.00	\$32.00				
DIRECT LABOR	\$1,190.00	\$3,240.00	\$10,800.00	\$9,800.00	\$1,024.00	\$ 26,054.00			
BURDEN, FRINGE & OVERHEAD (126%)	\$1,499.40	\$4,082.40	\$13,608.00	\$12,348.00	\$1,290.24	\$ 32,828.04			
SUBTOTAL	\$2,689.40	\$7,322.40	\$24,408.00	\$22,148.00	\$2,314.24	\$ 58,882.04			
PROFIT (10%)	\$268.94	\$732.24	\$2,440.80	\$2,214.80	\$231.42	\$ 5,888.20			
TOTAL	\$2,958.34	\$8,054.64	\$26,848.80	\$24,362.80	\$2,545.66	\$ 64,770.24	\$ 500.00		
	TOTAL \$	65,270.24							
	SAY \$	65,000.00							



December 3, 2015

Mr. Fred Eshraghi
Traffic Engineer
City of Norwalk Department of Public Works
125 East Avenue
Norwalk, CT. 06851

Re: *Traffic Signal Timing and Optimization Studies*
RBA Proposal No. 2015-259

Dear Mr. Eshraghi,

The RBA Group is pleased to propose the following scope of services to study potential improvements at two groups of signalized intersections within the City of Norwalk. The City seeks to improve traffic operations at these two locations through adjustments to existing signal timing, phasing, and coordination; as well as possible minor modifications to lane geometry.

Purpose of Traffic Study

Two study areas have been identified for improvements. The following is a brief description of existing perceived existing deficiencies. The study will investigate the nature of these problem areas, validate perceived deficiencies, and identify alternatives that can improve conditions.

Study Area #1: The two intersections along West Washington Street at Fairfield Avenue/Couch Street/Flax Hill Road, and at Dr Martin Luther King Jr Drive. The focus of this study area is the coordination of movements between the two intersections, particularly how the southbound Fairfield Avenue movement at Flax Hill Road coordinates with the southeast-bound movement at MLK Drive. Currently, the Flax Hill Road northeast-bound approach is coordinated with the southeast-bound movement at MLK Drive. The potential to reconfigure the Flax Hill Road Approach to two lanes will also be investigated, as well as potential one-way options for Couch Street.

Study Area #2: The three intersections along West Street at the I-95 Southbound Off Ramp, at Connecticut Avenue/Mathews Park Drive, and at Butler Street. The focus of this study area is the impact of the exclusive pedestrian phase for all three intersections. While the coordination between all three intersections appears to be efficient, the pedestrian phase causes intermittent congestion when pedestrian calls are made to the system. The study will identify potential alternatives to the existing timing, phasing, and coordination; particularly opportunities to reconfigure how pedestrian phases can be coordinated.

Scope for Conducting Traffic Study

Task 1 – Field Observations

RBA traffic engineers will conduct brief site observations during a midweek typical morning and evening peak periods to identify operational characteristics such as conflicts, underutilized phases, queuing, impacts of pedestrian calls, and general traffic patterns.

Task 2 - Synchro Analyses

The City-wide Synchro file will be used as the basis for the study and separate subarea models for each study area will be created for five different periods including: weekday morning peak, midday, and evening peak; as well as weekend midday, and all other off-peak periods. The volumes in the City-wide Synchro model, which reflect 2012 conditions, will be used for the analyses. The volumes will be checked against volumes shown in the signal plans, and any significant discrepancies will be identified and reconciled. The sub-area models will be used to develop and test alternative signal operations for each study area.

Task 2 – Letter of Findings

RBA will summarize the alternatives developed and findings in a brief technical memorandum. The memo will include summary tables for each alternative. SimTraffic simulations will also be used to demonstrate operations and compare improvements.

Task 3 – Meetings

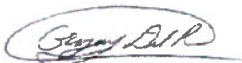
We have assumed two project meetings for budgetary purposes.

Schedule and Budget

We propose to conduct the above scope over a two-three week period for a not-to-exceed budget of \$9,000 (nine thousand dollars) at our current salary rates and as per RBA's existing overhead and profit rates according to the latest Traffic Engineering On-Call agreement with the City of Norwalk.

We thank the City of Norwalk for requesting RBA's proposal for these services and look forward to working with you on this project. Should you have any questions regarding this scope please contact me at 516-754-9980.

Sincerely,



Associate
Director of Transportation Engineering

CC: Michael Yeosock, Acting Assistant Principal Engineer
David Lapping, RBA Director of Operations



Connecticut Department of
**ENERGY &
ENVIRONMENTAL
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Affirmative Action/Equal Opportunity Employer

July 6, 2015

Ms. Sandra L. Dennies
Town of Wilton
238 Danbury Road
Wilton, CT 06897

Re: Norwalk River Valley Trail

Dear Ms. Dennies:

Enclosed for your review and signature are 2 copies of a contract between the Town of Wilton and the Department of Energy and Environmental Protection providing funding for the project entitled "Norwalk River Valley Trail." Each contract consists of a packet containing a signature page, standard administrative terms and conditions and Appendices containing at a minimum a Scope of Work and Schedule of Payments. This contract is in the amount of \$1,100,500.00 and will be in effect for 3 years commencing upon the execution date.

For timely contract approval, we request that the attached instructions be carefully executed as soon as possible. Also, please remember not to commence any of the contracted work until you receive a fully executed contract from the Department of Energy and Environmental Protection.

We appreciate your cooperation and assistance. If you have any questions or problems concerning the contract approval process, please feel free to contact me at (860) 424-3013. If you have questions with regard to the scope of work or other terms and conditions contained herein, please contact Laurie Giannotti at (860) 424-3578.

Sincerely,

Aimee Carlin
Fiscal Administrative Officer
Financial Management Division

Enclosures
Contract (2 copies for signature)
Processing Instructions
Model Resolution/Incumbency Certification
DUNS Number Verification Form

4

GUIDELINES FOR VALID CORPORATE RESOLUTIONS:

(see attached samples)

The corporate resolution should contain the following:

1. Name of body adopting the resolution;
 2. Date of meeting adopting resolution;
 3. Name and title of person authorized to execute the contract. If the resolution does not specify a name, but only states the title of the individual so authorized, a corporate officer must provide a certificate of incumbency certifying that the individual signing the contract held the office at the time the contract was signed. Both the resolution and certification of incumbency must give the date of the certification and the title of the certifier. The incumbency certification must be sworn to no more than 30 days prior to contract signature.
- The certification must bear an original signature by an officer of the corporation, preferably the secretary, which is some one other than the person authorized to sign the contract.
 - The actual statement of the resolution (the language following the word "RESOLVED" in the examples), should contain the exact wording from the resolution that the Board adopted.
 - The contract must be signed *exactly* as the name is called out in the resolution – the name and title must match precisely.
 - The date on which the resolution was adopted can precede the date on which the contract was signed (but may not precede the signature date by more than one year without being re-certified as to its continuation and effectiveness). However, the date of the incumbency certification cannot precede the date the contract was signed by more than 30 days.

For example, for a contract signed July 1, 2003, the Certified Resolution can state that the resolution was adopted by the Board of Directors on March 1, 2002, but since there is more than a year between the date of the resolution and the date of the contract signature, the Secretary must re-certify that the resolution was so adopted, and remains in effect, on or after July 1, 2003, thus showing that on the date the contract was signed, the signatory in fact had the authority to do so.

If the Certified Resolution did not identify the name of the individual holding the title of the office authorized to sign, an Incumbency Certification would need to be certified and dated within 30 days prior to July 1, 2003, to indicate that on that date the contract was signed, the signer held the specified office.

- If the corporation does not possess a corporate seal, the "L.S." (legal signature) notation may be written next to the Secretary's signature. In addition, the "L.S." notation should be written next to the signature of the corporate officer on the contract itself. If the corporation does have a seal, the seal should be affixed both to the signature page of the contract, to the certified resolution and to the incumbency certification (if used).
- In lieu of a certified resolution, a certified copy of the applicable sections of the corporate bylaws which authorize execution of the contract by the signing person may be submitted along with a certification that the person signing the contract held the office in question at the time the contract was signed. Or, a certified copy of minutes of the meeting of the board of directors at which the contract signatory was authorized to sign the contract under review (or the particular type of contract of which the one under review is an example) may be provided.
- If the Contract is with an individual, no funding resolution is required; however, the individual must sign personally. The signature may be followed by "d/b/a [Name of Business]," "sole proprietor," or "independent contractor." No other title (such as "president") may be used.

SAMPLE
Preferred Wording
"Certified Resolution"

Be it resolved that it is in the best interests of the [Enter Institution Name] to enter into contracts with the Department of Energy and Environmental Protection.

In furtherance of this resolution, [Name of Authorized Official] the [Title of Authorized Official] is duly authorized to enter into and sign said contracts on behalf of the [Enter Institution Name]. [Name of Authorized Official] currently holds the [Title of Authorized Official] and has held that office since [Date Appointed]. The [Title of Authorized Official] is further authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

[(Use the following sentence only if a seal is used)] The [Clerk/Secretary, etc.] is authorized to impress the seal of the [Enter Institution Name] on any such document, amendment, rescission, or revision.

I, [Name], the [Clerk/Secretary, etc.] of [Enter Institution Name], do hereby certify this to be a true copy of the resolution duly adopted at the [Type of Meeting or Hearing] on [Date], and that it has not been rescinded, amended or altered in any way, **and that it remains in full force and in effect.**

[Clerk/Secretary, etc.]

Date

[Corporate Seal or "L.S."]

SAMPLE FOR LIMITED LIABILITY COMPANY
CERTIFIED RESOLUTION

I, [Name of Member or Manager], a [Member or Manager] of [Name of LLC], LLC, a limited liability company organized and existing under the laws of the State of Connecticut, (the "Company"), hereby certify: (i) that [Name of LLC] is run by [Members or Managers]; (ii) that [Name of Contract Signatory] is a [Member or Manager] of [Name of LLC]; and (iii) that as such, [Name of Contract Signatory] is not prohibited or limited by the articles of organization from binding the LLC.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the seal of the LLC this ____ day of _____.

[Or if the LLC has no Seal]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this ____ day of _____. The LLC has no seal.

[Member or Manager]

If the LLC has a seal, place it here.

If the LLC has no seal, the "L.S." notation may be used.

(SAMPLE SINGLE INDIVIDUAL LLC AFFIDAVIT FORMAT)

DATE:
AFFIDAVIT

(Attorney Name or sole director's name), having been duly sworn, deposes and says as follows:

1. I am over eighteen years of age and understand the nature and obligations of an oath.
2. I am the Attorney / sole director who represents _____, LLC (the "Company"), a Connecticut corporation.
3. I hereby certify that _____ is the only member of the Company and its 100% owner and that _____ is authorized to execute legal and binding documents in the name of and on the behalf of the Company with the State of Connecticut, Department of Environmental Protection.

The foregoing is true to the best of my knowledge and belief.

(type in attorney's name or the member if sole)
Attorney at Law
Connecticut Juris Number:

STATE OF CONNECTICUT)
) ;
COUNTY OF)

ss.

Sworn and subscribed before me on this ____ day of _____.

Notary Public

SAMPLE

CERTIFICATION OF CORPORATE MINUTES

I, [Name], [Secretary/Clerk, etc.] of [Enter Institution Name], a [Enter Name of State] Corporation ("the Company"), DO HEREBY certify that the following is a true and correct copy of the minutes of a meeting of the [Board of Directors, etc.] of [Enter Institution Name] held on [Date of Meeting], at which time a quorum was present and voting.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this [1st, etc.] day of [Month], [Year].

[Secretary/Clerk, etc.]

[Corporate Seal or "L.S. "]

SAMPLE

CERTIFICATION OF CORPORATE BY-LAWS

I, [Name], [Secretary/Clerk, etc.] of [Enter Institution Name], a [Enter Name of State] Corporation ("the Company"), DO HEREBY certify that the following is a true and correct copy of the By-Laws [Enter Institution Name] which authorize the [Title of Authorized Official] of the Corporation to enter into contracts on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this [1st, etc.] day of [Month], [Year].

[Secretary/Clerk, etc.]

[SEAL or Statement that No Seal is Used]

DUNS Number Verification

As we are receiving federal monies through a contract with the Connecticut Department of Energy and Environmental Protection, and it's a requirement by Federal Agencies to retain a record of DUNS numbers of all recipients of federal funding, I hereby certify that the following information is accurate.

Legal Contractor Name:	
Address:	
Note any changes to name or address here:	

DUNS Number:

Telephone:

Name and Title:

Date:

Signature

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL ☐ AMENDMENT	(2) IDENTIFICATION #s. P.S. P.O.
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CONTRACTOR	(3) CONTRACTOR NAME Town of Wilton		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO
	CONTRACTOR ADDRESS 238 Danbury Road, Wilton, CT 06897		
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Outdoor Recreation, State Parks Division, 79 Elm Street, Hartford, CT 06106-5127		CONTRACTOR FEIN/SSN 06-8002133
CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) 3 years from Execution	(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. ☒ NEITHER
	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)		

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.
Appendix A consists of 5 pages numbered A-1 through A-5 inclusive.

Page 1 of 6

Standard Terms and Conditions are contained in Pages 2 through 6 and are attached hereto and made a part hereof.

Appendices B-F attached hereto and made a part hereof.

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
	Grant funds shall be released on a reimbursement basis not to exceed \$1,100,500.00, and shall be provided at a rate not to exceed eighty percent (80%) of the valid and documented project expenses (see Appendix B for schedule of payments and Appendix C for a sample financial report).
	Total Payments Not to Exceed the Maximum Amount of \$1,100,500.00.

(11) OBLIGATED AMOUNT \$1,100,500.00											
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account	
\$1,100,500.00	DEP44321	12060	20298	64002	DEPA00002024305	t55203	2016			55050	

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 22a-41a(2) as amended CGS Secs. 22a-21 and 22a-21a USC Title 23 Section 104 & 206
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

- l. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- i. Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- j. Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
5. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
6. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
7. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
8. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
9. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
10. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outline in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
11. Small & Disadvantaged Business Enterprises. The Recreational Trails Program (RTP) is subject to Title I of Transportation Efficiency Act for the 21 Century (TEA-21), Disadvantaged Business Enterprises (DBE) requirements implementing regulations are defined in 49 CFR Part 26. DBEs include small business concerns owned and controlled by socially and economically disadvantaged individuals. The contractor agrees to make a concerted and good faith effort to include DBEs with a goal of expending 10% of funds available for purchasing materials and/or awarding service contracts related to the agreed project scope. The awarding of any contract to a DBE will be based solely on the ability of the DBE to provide comparable product and/or services within acceptable standards. Information on DBE's, a listing of, a status, location and contact is obtainable from the State of Connecticut Department of Transportation (ConnDOT); Division of Contract Compliance; 2800 Berlin Turnpike; Newington, CT 06131 or ConnDOT's web site. A hard copy is available from DEEP upon request of the Contractor.
2. Procurement of Materials and Supplies. For procurement purposes, contractors receiving federally funded recreational trails agreements must comply with federal requirements as stipulated per Code of Federal Regulations 49CFR18 Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments. Contractors receiving only State Funds may use their own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal

9. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
20. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
21. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
22. Forum and Choice of Law. The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract 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 any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford 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, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor 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. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
25. Confidential Information of the Contractor. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
26. Protection of State Confidential Information.
- Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

APPENDIX A
SCOPE OF WORK

Purpose: To continue design and development of the Norwalk River Valley Trail in Wilton and Norwalk.

Description: The Contractor agrees to conduct a project entitled: Norwalk River Valley Trail

Project Name: Norwalk River Valley Trail

Project Site: See attached map, Appendix F-1

Property Owner(s): State of CT Department of Transportation

1. **Project Administration:** Ms. Sandra L. Dennies shall serve as Project Administrator for the Contractor.
2. **Design and Permitting:** If necessary, the Contractor shall be responsible for securing a site survey; developing the design and layout of the trail and preparation and submission of all required permit application(s), including all necessary local, state, or federal permits. No work shall commence until all required local, state and federal permits and approvals have been obtained. DOT consultation is required prior to all phases of construction on DOT property.
3. **Natural Diversity Database (NDDB):** The contractor agrees to accomplish work while providing for the protection of the Eastern box turtle, Wood turtle, Eastern hognose snake, and the Jefferson salamander "complex". A letter from the NDDB dated November 26, 2013 is attached and made a part of this contract for reference.
4. **Historical/Archaeological Resources:** The Town must adherence to the treatment recommended by the cultural resource consultant (CRC) retained by the Town to complete Phase 1 work during Oct-Nov 2014 which is the covering of the affected area of the site with geocloth and capping with gravel. Construction plans must clearly indicate there is to be no disturbance of the existing ground surface within the site boundaries and future Town planning documents should be marked to indicate no ground disturbance is permitted in the area.
5. **Trail Improvements:** The project will deliver construction drawings for a section from Broad Street in Norwalk to Wolfpit Road in Wilton as well as build an over 3 mile, stone dust and board walk multi-use section within from Grist Mill Road to Wolfpit Road.
6. **Project Tasks and Anticipated Completion Timeline:**

Tasks	Person Performing Work	Anticipated Completion Date
Signage and Kiosks	Prof. sign makers & volunteers	May 2016
Construction Documents Broad - Wolfpit	Professional Trail Builders	July 2017
Grist Mill - Wolfpit construction	Contractors	May 2018

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or <mailto:deep.accommodations@ct.gov>

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

- 15. Submission of Materials:** For the purposes of this contract, all correspondence, summaries, reports, products extension requests and invoices shall be emailed to laurie.giannotti@ct.gov or submitted to:

Laurie Giannotti
Recreational Trails Coordinator
Department of Energy and Environmental Protection
BOR – State Parks Division
79 Elm Street
Hartford, CT 06106-5127

20. Extensions/Amendments: Extensions will generally NOT BE GRANTED. However, if just cause can be demonstrated and approved by the RTP Coordinator, an extension of not more than one year may be granted. If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment. Formal written amendment of the contract is required for extensions to the final date of the contract period and changes to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

- a. revisions to the maximum contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other contract revisions determined material by DEEP.

APPENDIX C
SAMPLE FINANCIAL REPORT

Contractor Name: Town of Wilton

PSA #: _____

Labor

Date:	Name	Vol.Travel* (\$0.14/mile)	Labor # of Hours	Hourly Labor TOTAL @/hr	Total Costs	Cash Match** (20% of total)	Reimbursement Requested

Reimbursable Expenses

Date of Disbursement	Vendor	Voucher Number	Check Number	Equipment or Materials Description	Equipment Rental Rate \$/per hour	Total Costs	Cash Match* (20% of total)	Reimbursement Requested

Signature: _____

(Town Manager or Project Coordinator)

*Volunteers can be reimbursed \$0.14 cents per mile

**Please describe source of matching funds.

Appendix E
Assurances – Non-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified. As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/sec. Click on the link to "Lobbyist/Contractor Limitations."



Appendix F-1

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2015 by, between the **TOWN OF WILTON** of 238 Danbury Road, Wilton, Connecticut 06897 (hereinafter the "Wilton") and the **CITY OF NORWALK** of 125 East Avenue, Norwalk, Connecticut 06851 (hereinafter "Norwalk").

WHEREAS, Wilton did apply to the Connecticut Department of Energy and Environmental Protection (hereinafter "DEEP") for a state/federal grant (hereinafter "The Grant") to fund a project entitled "Norwalk River Valley Trail" (hereinafter the "Trail") in the total amount of \$1,100,500.00; and

WHEREAS, in order to secure The Grant, Wilton must enter into and sign a contract ("hereinafter to "The Contract"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Trail is to be designed and constructed on property which is located in both Wilton and Norwalk and is the approximate location as depicted in Exhibit B, attached hereto; and

WHEREAS, The Grant provides that if Wilton agrees to accept it, (1) Wilton will provide to the Commissioner of DEEP documentation that it has contributed not less than twenty (20%) percent of the total project cost as a matching contribution (the Matching Contribution); (2) Wilton will provide summaries of the project status to the Recreational Trail's Coordinator once every three months during the three year project; (3) Wilton shall submit interim financial reports to the Recreational Trail's Coordinator with supporting documentation sufficient to demonstrate expenditures identified in the project proposal; (4) Wilton shall submit to the Recreational Trail's Coordinator a final report including documentation satisfactory to the Commissioner demonstrating that all the elements of the scope of work have been met, including but not limited to, digital photographs of the completed project; and (5) Wilton shall provide a final financial report to the Recreational Trail's Coordinator with supporting documentation sufficient to demonstrate expenditures identified in the project proposal;

WHEREAS, Wilton is desirous of accepting The Grant and entering into the Contract with the DEEP, however, before doing same, it is desirous of entering into this Agreement with Norwalk to set out and provide for a division of responsibilities for both the design, construction and maintenance of the Trail; and

WHEREAS, the Parties agree that Wilton may rely on the representation and obligation herein when committing to and signing The Contract with the DEEP.

NOW, THEREFORE, for ONE AND NO/100 DOLLAR (\$1.00) and other valuable consideration the receipt and sufficiency of which is acknowledged, Wilton and Norwalk agree as follows:

1. Wilton and Norwalk collectively agree to commit to pay and/or to provide, either by way of a donation or services/equipment, the twenty (20%) percent matching contribution

provided for and set out in The Contract. Each party's obligation herein shall be equal to its proportionate share of the total Trail that is constructed in each community; specifically, and by way of example if forty (40%) percent of the Trail that is constructed pursuant to The Grant is located in Wilton, then Wilton is obligated to pay or provide the same percentage of the matching contribution. If sixty (60%) percent of the Trail of the Trail is constructed pursuant to The Grant is located in Norwalk, then Norwalk is obligated to pay or provide the same percentage of the matching contribution.

2. The parties acknowledge that The Friends of the Norwalk River Valley Trail, Inc (NRVT). has pledged to provide the funds necessary for the total Matching Contribution under the Contract. And both agree to look to NRVT first for payment of their required contribution under the Grant.

2. The parties further acknowledge that to date "in-kind" services have been provided , which shall be allocated towards their respective obligations set out above, the value of which shall be determined by the State, with the mutual agreement of the Parties.

3. Immediately upon the execution of this Agreement, Wilton shall execute The Contract and take whatever steps required to access The Grant monies.

4. As soon as possible after the execution of this Agreement, Wilton and Norwalk shall each designate an individual who shall act as the contact person to provide guidance and facilitate communication between the Parties. Said contact person shall meet regularly to review The Contract to insure compliance with its terms.

5. The Parties agree to work collaboratively to design and construct the Trail.

6. The Parties shall, in good faith, agree on the division of responsibilities for all accounting and reporting obligations under The Contract to the DEEP_[d1].

Witnesses:

TOWN OF WILTON

By: William F. Brennan
Its: First Selectman

CITY OF NORWALK

By: Harry Rilling
Its: Mayor

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss: _____

On this ____ day of _____, 2015, before me came William F. Brennan to me known to be the individual described herein and who executed the foregoing instrument and acknowledged that she executed the same.

Notary Public
My Commission Expires

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss: _____

On this ____ day of _____, 2015, before me came Harry Rilling to me known to be the individual described herein and who executed the foregoing instrument and acknowledged that she executed the same.

Notary Public
My Commission Expires

AGREEMENT
BY AND AMONG
THE TOWN OF WILTON AND CITY OF NORWALK
AND
THE FRIENDS OF THE NORWALK RIVER VALLEY TRAIL, INC.

THIS AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2016 by, among the **TOWN OF WILTON** of 238 Danbury Road, Wilton, Connecticut 06897 (hereinafter the "Wilton"); the **CITY OF NORWALK** of 125 East Avenue, Norwalk, Connecticut 06851 (hereinafter "Norwalk") and the **FRIENDS OF THE NORWALK RIVER VALLEY TRAIL, INC.**, a Connecticut non-profit corporation with a principal place of business at 115 Nod Hill Road, Wilton, Connecticut (NRVT).

WHEREAS, Wilton did apply to the Connecticut Department of Energy and Environmental Protection (hereinafter "DEEP") for a state/federal grant (hereinafter the "Grant") to fund a project entitled "Norwalk River Valley Trail" (hereinafter the "Trail") for which the total amount of \$1,100,500.00 will be eligible for reimbursement by the State; and

WHEREAS, in order to secure said monies, Wilton must enter into and sign a contract (hereinafter "the Contract"), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Trail is to be designed and constructed on property which is located in both Wilton and Norwalk and is the approximate location as depicted in **Exhibit B**, attached hereto; and

WHEREAS, the Grant provides that if Wilton agrees to accept it, (1) Wilton will provide to the Commissioner of DEEP documentation a match of not less than twenty (20%) percent of the total Grant has been provided to fund the development of the Trail (the Municipal Contribution); (2) Wilton will provide summaries of the project status to the Recreational Trail's Coordinator once every three (3) months during the three- year project; (3) Wilton shall submit interim financial reports to the Recreational Trail's Coordinator with supporting documentation sufficient to demonstrate expenditures identified in the project proposal; (4) Wilton shall submit to the Recreational Trail's Coordinator a final report including documentation satisfactory to the Commissioner demonstrating that all the elements of the scope of work have been met, including but not limited to, digital photographs of the completed project; and (5) Wilton shall provide a final financial report to the Recreational Trail's Coordinator with supporting documentation sufficient to demonstrate expenditures identified in the project proposal; and

WHEREAS, NRVT, understanding that neither Wilton nor Norwalk has appropriated sufficient funds or services necessary to meet their obligations under the Grant, has represented to both Wilton and Norwalk that it will partner with them in the development of the Trail by securing qualified matching contributions totaling an amount equal to the total 20% Municipal Contribution under the Contract.

WHEREAS, the Parties have agreed to execute this Agreement in order to set out their respective responsibilities in term of implementing the Grant and providing the matching contributions required pursuant to the Contract with the DEEP, and

WHEREAS, the Parties agree that Wilton may rely on the representation and obligation herein when committing to and signing the Contract with the DEEP;

NOW, THEREFORE, for ONE AND NO/100 DOLLAR (\$1.00) and other valuable consideration the receipt and sufficiency of which is acknowledged, Wilton, Norwalk and NRVT jointly agree as follows:

1. Wilton and Norwalk collectively have committed to pay and/or to provide, either by way of a donation or services/equipment, the twenty percent (20%) Municipal Contribution required by the Contract based on the understanding that NRVT shall secure qualified matching contributions which it will provide in order to satisfy the Municipal Contributions on behalf of both Norwalk and Wilton. The maximum amount of NRVT's financial commitment hereunder shall be TWO HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$275,125.00).

2. The NRVT has agreed to demonstrate to the satisfaction of both Norwalk and Wilton, its ability to provide the matching Municipal Contribution related to the costs incurred for services and supplies in connection with the development of the Trail, prior to Wilton entering into each contract or purchase order. Specifically, as the project moves forward and it is desired or necessary for Wilton to purchase supplies or enter into contracts, NRVT will deposit into an escrow account controlled by Wilton a sum equal to twenty percent (20%) of such purchases and contracts, which amount will be used to pay the costs and expenses so incurred.

3. Upon the execution of this Agreement, Wilton shall execute the Contract and take whatever steps are required to access the Grant monies and commence work on the Trail.

5. The Parties agree to work collaboratively to design and construct the Trail in accordance with the Grant requirements.

6. The Parties agree to indemnify and hold each other harmless in the event that either should suffer any loss, expense or penalty as a result of the breaching party's failure to fulfill its obligations hereunder either by way of omission or commission.

TO HAVE AND TO HOLD the Parties hereby represent as follows:

That they are legally existing entities under the laws of the State of Connecticut;

That they have, and have exercised, the required corporate power and authority and have complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by the authorized corporate officers, in accordance with such officers' powers and constitutes a valid and binding obligation

enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, the Parties have caused these presents to be signed and their seals affixed this _____ day of _____, 2015.

TOWN OF WILTON

By: Lynne A. Vanderslice
Its First Selectwoman
Duly Authorized

[illegible]

Notary Public
My Commission Expires

CITY OF NORWALK

By: Harry W. Rilling
Its Mayor
Duly Authorized

{00014811.DOC 1}

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss: _____

On this _____ day of _____, 2016, before me came Harry W. Rilling to me known to be the individual described herein and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public
My Commission Expires

Signed and Delivered
in the Presence of:

**FRIENDS OF THE NORWALK
RIVER VALLEY TRAIL, INC.**

Witness

Witness

By: _____
Patricia Sesto
Its President
Duly Authorized

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss:

On this _____ day of _____, 2016, before me came Patricia Sesto to me known to be the individual described herein and who executed the foregoing instrument and acknowledged that she executed the same.

Notary Public
My Commission Expires

Norwalk
The Right Place • The Right Time
DEPARTMENT OF PUBLIC WORKS

APPLICATION FOR STREET ABANDONMENT

See Chapter 95, of the Norwalk Code entitled "Streets and Sidewalks" Sections 33 -36 regarding Street Abandonment procedures.

This Application shall include:

- Title Search of the Property proposed for abandonment
- Class A-2 Survey showing all existing conditions
- Certified Appraisal of current value
- Application Fee of \$5,000.00 made payable to the City of Norwalk

Name and Location of Proposed Abandonment: That portion of Isaacs Street lying northerly of Tax
Parcels 1-29-25 & 1-29-28 and southerly of Tax Parcel 1-29-18 and comprising 5,911 SF.

Application No. _____ Date November 20, 2015

Applicant POKO-IWSR Developers, LLC Tel. 914-937-5152

Address 225 Westchester Avenue, Port Chester, NY 10573

Attorney Joseph E. Faughnan Tel. 203-624-9830

Tax Map No. 14 NE

Taxing District 1st Block No. 29 Tax Lot No. N/A

State Applicants interest in and intended use for proposed abandonment: Applicant owns property
on both sides of the portion of the road proposed for abandonment. The intended use is to consolidate
the abandoned road portions with the abutting parcels in order to create one contiguous zoning parcel.
The consolidation is required pursuant to Zoning Approval #6-08SPR and CAM Approval #16-08CAM.

List Names and Mailing Addresses of all adjoining property owners:

Adjoining owner is the Applicant

Affected parties:

John Dias

#24 Isaacs Street, Norwalk, CT 06850

Burton Real Estate Group, LLC

#18 Isaacs Street, Norwalk, CT 06850

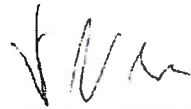
Beth Ann Church, Susan Lange & Judith D.

#1 Highview Avenue, Norwalk, CT 06851

Meyers, Trustees of The Liebman 1993 Family

Trust

State reasons, both adverse and beneficial, that this abandonment will be in the best interests of the City of Norwalk: There are no adverse impacts. The abandonment and consolidation is to allow for the development of the approved Wall Street Place project. It is intended that easement will be granted to the 3 properties served by Isaacs Street, to the general public to pass and repass, and for all utilities.



Signature of Applicant

FOR D.P.W. USE ONLY

Hearing Date _____

Effective Date _____

☐ Approved

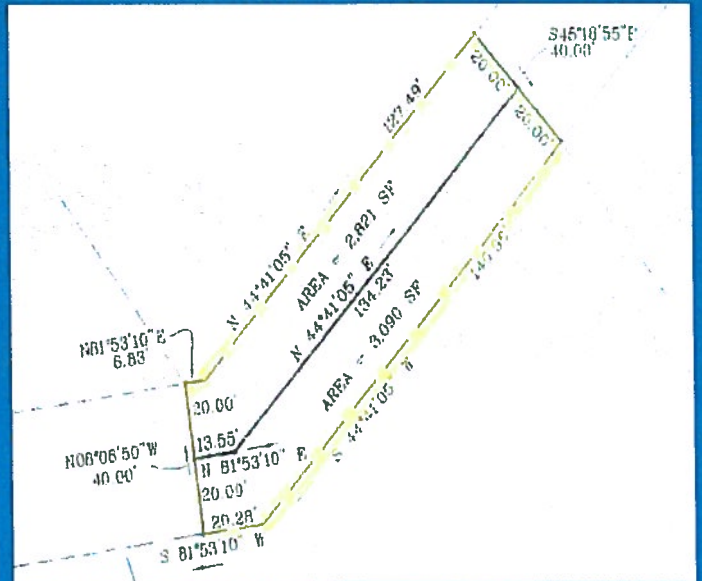
☐ Approved with Conditions

☐ Denied

Comments: _____

Appraisal Of:

*PORTION OF ISAACS STREET (5,911 SF)
NORWALK, CONNECTICUT 06850*



Prepared For:

*NORWALK REDEVELOPMENT AGENCY
125 EAST AVENUE
NORWALK, CONNECTICUT 06856*

Date of Value:

DECEMBER 3, 2015



MICHAUD COMPANY

REAL ESTATE APPRAISERS + CONSULTANTS

431 ORANGE STREET, NEW HAVEN, CT 06511
203-789-1355 | 203-789-1558 FAX
WWW.MICHAUDCOMPANY.COM

MICHAUD COMPANY

431 Orange Street
New Haven, Connecticut 06511
203-789-1355
203-789-1558 Fax

Real Estate Appraisers | Consultants

Mystic 860-572-2724
Stanford 203-327-9700
www.michaudcompany.com

Mr. Timothy Sheehan
Executive Director
Norwalk Redevelopment Agency
125 East Avenue
Norwalk, Connecticut 06856

December 22, 2015

Regarding: Appraisal of:
Isaacs Street Abandonment of 5,911 square feet
Norwalk, Connecticut 06850

Dear Mr. Sheehan:

At your request the Michaud Company estimated the market value of the fee simple interest in a 5,911 square foot portion of Isaacs Street, Norwalk, Connecticut. We inspected the property and its environs, the competition, and considered all factors influencing market value, including location, market activity, investor attitudes, comparable sales and potential cash flow of the subject and competing real estate. This document is an appraisal report including all appropriate approaches to value. The appraisal was prepared in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

The subject consists of a $\pm$ 5,911 square foot portion of Isaacs Street, which is a City of Norwalk maintained right-of-way. The northern portion of the site contains 2,821 square feet with 134.34 feet fronting the south side of Parcel 1 (aka 61 Wall Street), while the southern portion of the site contains 3,090 square feet with 161.24 feet fronting the north side of Parcel 2 (aka 23 Isaacs Street). The combined site has an irregular shape and the topography is generally level.

Parcels 1 and 2 are owned by POKO-IWSR Developers, LLC, who is constructing a 179,740 square foot mixed-use building with 101 residential units (including 36 with workforce housing restrictions), 12,832 square feet of retail space, a 2,875 square foot restaurant, a below-grade parking garage with 218 spaces, and 22 surface spaces on parcel 1 (60,037 square feet). Additional public amenities include a bus shelter and public plaza. Parcel 2 contains 52,937 square feet with frontage along Isaacs Street and Leonard Street. This parcel will eventually be integrated into phase II development, but will be used as a 120-space public parking lot (in accordance with the LDA) until the site is developed. Upon abandonment, the subject portion of Isaacs Street will be assembled with Parcels 1 and 2 to create an 118,885 square foot parcel.

MICHAUD COMPANY

Mr. Timothy Sheehan
Norwalk Redevelopment Agency

December 22, 2015
Page 2

This appraisal includes Extraordinary Assumptions that the abandonment of the subject portion of Isaacs Street allows the developer to construct an additional 18 residential units on the assembled site in accordance with Planning and Zoning Approvals. This analysis also relies on the 118,885 square feet shown on the survey prepared by Redniss & Mead dated November 16, 2015.

As a result of our analysis, it is our opinion that the market value of the fee simple interest in the subject property, contingent upon the Extraordinary Assumptions, discussion, analyses, definitions, Certification, Assumptions and Limiting Conditions set forth in the attached report, as of December 3, 2015, was:

SEVEN HUNDRED SEVENTY THOUSAND DOLLARS
(\$770,000)

This analysis assumed a marketing period and exposure time of up to twelve months. The appraisal report must be attached for the value opinion to be considered valid. We appreciate this opportunity to be of service.

Sincerely,

MICHAUD COMPANY, Inc.

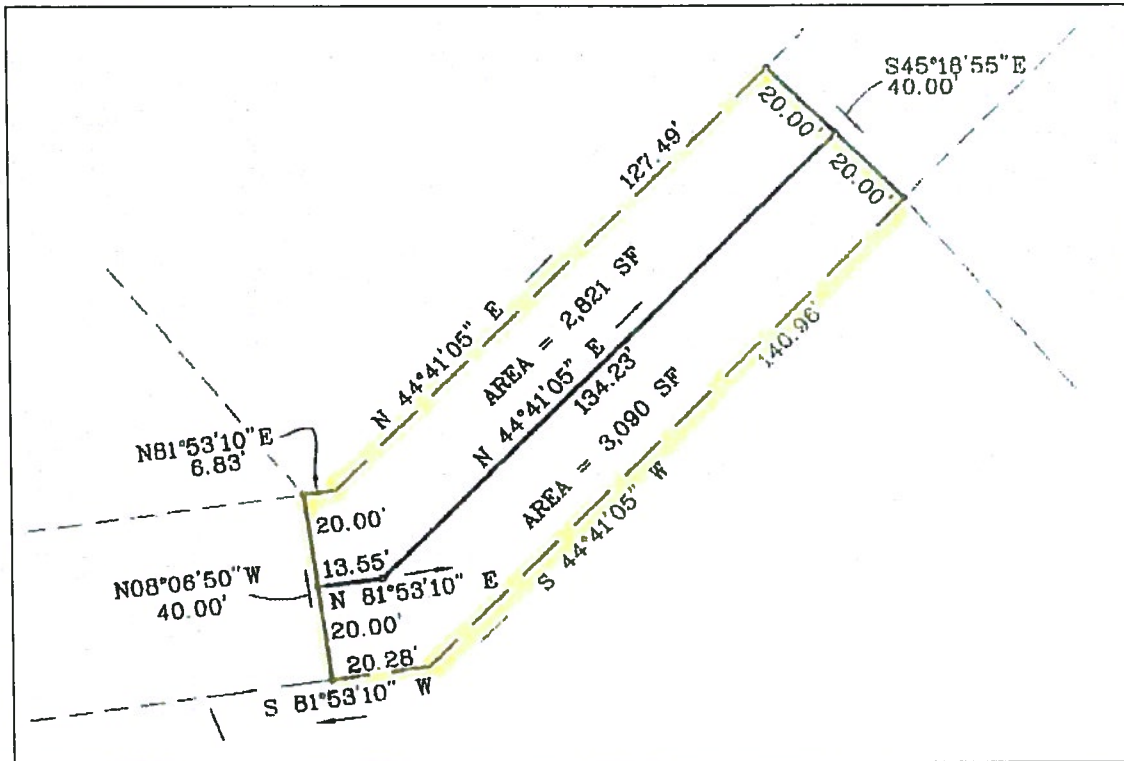


Richard A. Michaud, MAI
President
CT Certified R.E. Appraiser #RCG.0000423
License expiration: 4/30/2016

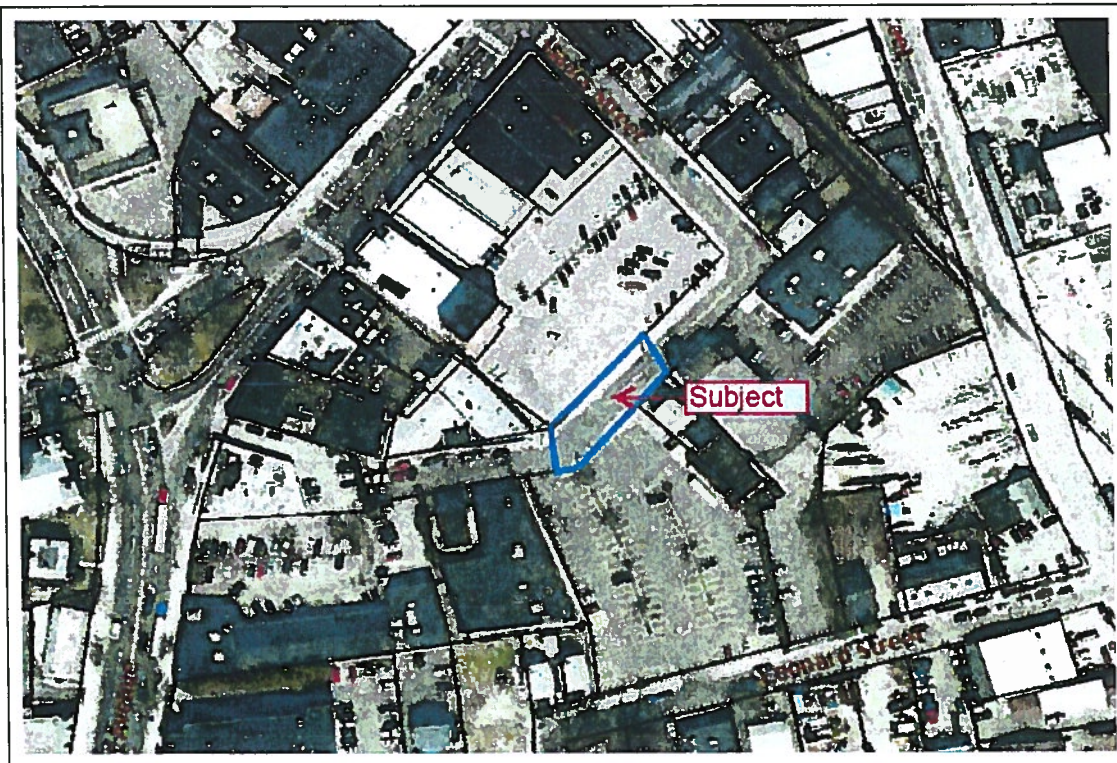


Robert G. Reicher Jr., MAI
Associate
CT Certified R.E. Appraiser #RCG.0001223
License expiration: 4/30/2016

SUBJECT PHOTOGRAPHS



Survey.



Aerial view of the subject.



SOUND TITLE, LLC

239 MAIN STREET, SECOND FLOOR
WESTPORT, CONNECTICUT 06880
TELEPHONE: (203) 557-3625
FACSIMILE: (203) 413-4363
EMAIL: ORDERS@SOUND-TITLE.COM

TITLE REPORT

OUR FILE NO.: **ST19372**

ISSUED TO: **DePanfilis & Vallerie, LLC**

EFFECTIVE DATE: **December 23, 2015 at 5:00 p.m.**

THIS IS TO CERTIFY that as of the date set forth above and as disclosed by the land records of the City of Norwalk, County of Fairfield, and State of Connecticut, title to the real property commonly known as:

Isaac Street, Norwalk, Connecticut

as more particularly described in Schedule A attached hereto is vested in:

City of Norwalk

free and clear of all encumbrances, except as hereinafter set forth:

1. Rights of tenants and parties in possession, if any.
2. Any state of facts, which an accurate survey or personal inspection of the premises would disclose.
3. Any lien, or right to lien, for services, labor or materials previously or hereafter furnished, imposed by law and not shown by the public record.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public record or attaching subsequent to the effective date hereof.
5. Said Premises are subject to building lines, setback lines and veranda lines, if established, and any and all provisions of any statute, ordinance and municipal regulation, including but not limited to Zoning and Planning regulations, Inland-Wetland regulations, Flood Plan Zone regulations, and public and private law affecting said Premises.
6. Riparian and/or littoral rights, beach rights, wharf rights, pier rights, tidal rights and/or any rights in rivers, brooks, streams, lakes, ponds, bays, navigable waters.
7. Inchoate liens not perfected by recording with the Town Clerk and/or errors in indexing of public records.
8. Any unrecorded assessments for public improvements or private association assessments and any unpaid installments or balances thereof.
9. Restrictive covenants, easements, rights of way, encumbrance and agreements affecting the property are set forth herein, any violation thereof, unless such violation appears of record, can only be ascertained by an physical examination of the premises and frequently only by survey.



Property: Isaac Street
Our Order No.: ST19372

10. Real estate taxes, sewer use charges and assessments to the City of Norwalk as may be due and payable from time to time. Note: Property reported as tax exempt.

Note: All tax, sewer and assessment information, if any, being provided herein are intended for informational purposes only and provided solely in reliance upon information provided by the city/town tax collector and/or tax assessor. No guarantee is made as to the accuracy of the tax and any other data and they should not be relied upon for any purpose other than general information. Further, subject to Section 12-53a of the Connecticut General Statutes providing that an additional tax assessment may be levied on the subject premises within ten days of the granting of a Certificate of Occupancy.

11. Rights, title, interests, claims, rights of way and/or easements, by implication or otherwise, express or implied, in favor of others in and to Isaac Street aka Isaac Street Extension, so-called.
12. Notes, facts, conditions and matters as shown on Map Nos. 13144, 11378, 13648, 13651, 13706 and 13707, on file in the Office of the Norwalk Town Clerk
13. Land Disposition & Development Agreement by and between the City of Norwalk, Connecticut, The Redevelopment Agency of the City of Norwalk and Poko-IWSR Developers, LLC dated November 14, 2007 and recorded in Volume 6684 at Page 1, as modified by a First Amendment thereto recorded in Volume 8077 at Page 155, both of the Norwalk Land Records.

This Report of Title is issued to **DePanfilis & Vallerie LLC** only, and is not assignable without the prior written consent of Sound Title, LLC.

The information contained in this Report is limited to an examination of the Norwalk Land Records continuing through and including **December 23, 2015 at 5:00 p.m.** (the "Effective Date"). Any matters recorded on the said Land Records prior to the Commencement Date or subsequent to the Effective Date are expressly excluded from this Report.

SOUND TITLE, LLC

By: _____


Andrew R. Sherriff, Jr., Esq.
Counsel & Manager



Property:
Our Order No.:

Isaac Street
ST19372

**SCHEDULE A
LEGAL DESCRIPTION**

ALL THAT CERTAIN real property situated in the City of Norwalk, County of Fairfield and State of Connecticut, being a portion of Isaacs Street, so-called, being 5,911 square feet, more or less, bounded:

NORTHEREASTERLY:	134.32 feet by land now or formerly of POKO-IWSR Developers, LLC;
SOUTHEASTERLY:	40.00 feet by existing Isaacs Street, so-called;
SOUTHWESTERLY:	161.24 feet by land now or formerly of POKO-IWSR Developers, LLC; and
NORTHWESTERLY:	40.00 feet by existing Isaacs Street.



DEPARTMENT OF PUBLIC WORKS

TO: Public Work Committee
FROM: Connie Blair, Customer Service Manager
Cc: Bruce Chimento, Director of Public Works
SUBJECT: Customer Service Calls and Requests Nov. through Dec. 2015
DATE: December 29, 2015

The Customer Service Center created 911 city-wide service requests with 628 requests for service related to Public Works. Listed are amounts of requests received in each Public Works category, what number of service request remain in progress, and the number of requests completed.

Category:	In Progress	Completed	Total
<i>Drainage</i> Catch basin cleaning, and repair, culvert maintenance	2	24	26
<i>Engineering</i> Contractor trench, permit Inspections, paving	14	75	89
<i>Landscaping</i> Tree inspection and removal, tree pruning and cutbacks	8	41	49
<i>Ordinance Enforcement Officer</i> Illegal dumping, illegal signs, sidewalk litter	14	13	27
<i>Road</i> Potholes, curbing, and sidewalk repair	12	88	100
<i>Solid Waste</i> Recycling, garbage, stickered carts, recycling and garbage	4	287	291
<i>Traffic</i> Signals, signs, sightlines issues	10	36	46

**Public Work
Total Request
December 29, 2015**

628

MEMORANDUM

To: Bruce Chimento, Director of Public Works
Lisa Burns, DPW Operations Manager
Kathryn Hebert, DPW Administrative Services Manager
Robert Barron, Director of Management & Budgets
Chris Torre, Superintendent of Highways
Dilene Byrd, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: December 9, 2015

Re: MSW and Recycling Report – November 2015

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Nov-14	Current FY: Nov-15	Change	FY 15/16 Cumulative
Curbside tonnage	1,115.96	1,172.71	5.1%	6,202.36
MSW tonnage out	1,719.63	1,817.54	5.7%	9,700.17
Transfer station operating fee	\$63,125.00	\$64,400.00	2.0%	\$322,000.00
Transport and disposal fee	\$144,448.92	\$154,490.90	7.0%	\$824,514.45
Curbside collection fee	\$84,883.75	\$87,430.25	3.0%	\$437,151.25
Total operating costs (less curbside)	\$207,573.92	\$218,890.90	5.5%	\$1,146,514.45

MSW Consolidated Budget	
FY 15/16 Budget	\$3,788,905.00
Amount expended	\$1,583,665.70
Percent remaining	58.2%

Recycling Collection				
Recycling Collection	Previous FY: Nov-14	Current FY: Nov-15	Change	FY 15/16 Cumulative
Curbside tonnage	600.37	661.33	10.2%	3,385.05
Transfer station tonnage	39.23	39.80	1.5%	222.27
Total monthly tonnage	639.6	701.13	9.6%	3,607.32
Curbside collection fee	\$82,400.00	\$84,872.08	3.0%	\$424,360.42

Recycling Budget	
FY 15/16 Budget	\$1,018,465.00
Amount expended	\$424,360.42
Percent Remaining	58.3%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Nov-14	Current FY: Nov-15	Change	FY 15/16 Cumulative
Transfer station tip fees	\$35,562.45	\$32,770.10	-7.9%	\$168,194.75
Recycling revenue (curbside)	\$10,506.48	\$11,573.28	10.2%	\$59,238.38
Recycling revenue (T.S.)	\$686.53	\$696.50	1.5%	\$3,889.73
Total revenues	\$46,755.45	\$45,039.88	-3.7%	\$231,322.85

January 2016

DPW Project Review

Project	PM	Status
---------	----	--------

Bridges and Structures

1	James Street over Silvermine River	BS	URS. Project Scheduled after Perry Avenue bridge completed. 70% Submission sent to DOT
2	Perry Avenue over Norwalk River	BS	URS. Project Final Design Plans Delivered to State. Advertise December 2015
3	Perry Avenue Bridge over Silvermine (Pointing)	BS	DPW repointed bridge in September
4	Glover Avenue Bridge	BS	State plans for interchange call for replacing bridge. Requesting funds in Cap. Budget to do foundation work
5	DOT coordination on Fairfield Avenue bridge.	BS	Project Complete
6	Crescent Street retaining wall	BS	Deering Construction. In progress. Cleanup Completed. Wall work started and should be completed by Dec.
7	DOT Coordination - MPky Chestnut Hill Road	BS	Design Oct 2013; spring 2014 start construction.
8	DOT Coordination - MPky Perry Avenue	BS	Complete
9	DOT Coordination - MPky Main Avenue	BS	Work in progress
10	DOT Coordination - I-95 widening/Conn Av	BS	Nearing Completion
11	CTDOT Burnell Bridge	BS	Nearing completion. Need to install Bridge Rail and underbridge lighting
12	CTDOT Rails Wall/Commerce RR Tunnel	BS	CTDOT Rails Design. Wall Street partial closure required. Possible winter 2016 bid date.
13	CTDOT/MN Traction Station	BS	State provided final plans to DPW for comment

Building Management

14	City Hall - HVAC	AL	HVAC assessment consultant approved. Evaluation in progress.
15	City Hall - Office Lighting Retrofit	AL	Incentive \$160,000 & 0% loan \$100,000. Work completed and incentives received
16	City Hall - security notification system	AL	Start design in July 2015. IT Dept is coordinating the project. Projected completion Aug 2016
17	City Hall - IT Center	AL	City/BoE IT equipment rooms relocated to FD HQ. Next - renovate existing room to code compliance.
18	City Hall - AC filtration system	AL	To be completed by May 2016
19	City Hall - roof replacement	AL	Retained architect and design near completion. Scheduled to go out for bids in Spring 2016 for Sept. start of construction. Additional Capital Budget allocation is required.
20	City Hall - community room	AL	Light fixtures replaced. Specs. for shelving restoration completed and will advertise for bids. IT Department is developing Specs for PA equipment.
21	Public Works Center - replace fire panels	AL	Start and complete project in Sept 2016
22	Public Works Center - upgrade heat controls	AL	Fan coil and thermostat replacement completed. Piping replacement to be completed in June 2016
23	Main library - facade and lighting repairs	AL	Complete by Jun 2016
24	Police headquarters - retaining wall repair	AL	Specs. completed and ready for bids. Complete by July 2016
25	Ben Franklin - window repairs	AL	Received bids for window repairs and will complete repair work in Spring 2016. Window replacement project - reassessing project due to potential environmental hazardous materials.
26	Lockwood House - Fan Coil Replacement	AL	Assessing option for alternate design and/or fan coil unit to reduce costs. Thereafter rebid
27	Nathaniel Ely window replacement	AL	Assessing environmental testing requirements and schedule availability of time with daycare program
28	Historic Smith Street Jail restoration	AL	Project phased. Roof, gutters, window replacement and brick restoration completed. Working with Historical Commission to determine next phase for interior renovation.
29	LMMM - Building Improvement	AL	ADA - restroom, elevator, ramp, project completed. Waiting for State reimbursement.

Drainage/Stormwater

30	General Drainage 2015	DB	In progress; ICW pavement management. Grasso. Edlie/Prowitt & Fair/Warren/Grand completed.
31	General Drainage 2016	DB	In progress; ICW pavement management. Deering. Walter Ave and Knoll/Rockmere/Willow completed.
32	Watercourse Maintenance	BS	Projects in development.
33	Drainage system map/GIS layer	RK	DPW crews regularly obtaining field info.
34	Stormwater Management Plan	MY	Resource-dependent. Working with Harbor Watch River Watch on 3 drainage systems.
35	Keeler Brook Watershed Project	MY	Counter Offer from property owner under review. Property acquisition needed to move project.
36	Metro-North Culverts - Bouton/Fitch		Dependent on future funding.
37	East Beach drainage	BS	Road regrading plan completed. Consider for 5-Year Pavement Program
38	Bouton Street	LB	All pipes cleared/operating. Structural solution not yet obvious.
39	Honeysuckle-Daphne Diversion	PS	Milone & MacBroom contract amendment work in Design Phase as of 10/8/2015. Design is progressing.
40	Culvert rehabilitation - Clinton Avenue	BS	City to keep watch on conditions since state work completed.
41	Charles Creek outfall repair	BS	COP Application sent to DEEP.
42	Localized flooding challenges	BS	Milone & MacBroom. Draft Drainage Manual delivered for review of department staff.

Traffic

43	Traffic Signal Upgrade - Phase 3	MY	Awaiting authorization to move to semi-final. Anticipated bid in February 2016 needs to be pushed back.
44	Traffic signals at 4 locations	MY	Bid pkg ready to advertise. Awaiting inspection staff - Winter advertising
48	Traffic signal - Main Street and Wall	MY	Bid pkg ready to advertise. Awaiting inspection staff - Coord. with Wall Street design
49	Stuart and Route 1 (102-286)	MY	CDM working on design for State. May advertising. Utility breakout project underway
50	Traffic Camera/Fiber Contract	MY	X-Per General Services. Annual contract to repair fiber and install traffic cameras.
51	Traveler Information System	MY	Submitted to CTDOT/WCCOG for funding consideration.
52	Transportation Management Plan	MY	Route 123/Bartlett; Main Street/Cross under design as part of Item 37

Roads

53	Pavement Management 2014	DB	Grasso. Complete.
54	Pavement Management 2015	DB	Deering. Work in Progress. See DB Memo to DPW Director.
55	Road Reconstruction RD 2014-1	DB	Deering. Additional Fire Dept. work to begin. Washington St proposed 10/15-11/15.
56	Permanent Repair (Patch) 2014	DB	100% Complete
57	Permanent Repair (Patch) 2015	DB	FGB. Work in Progress.
58	Cracksealing 2015	DB	100% Completed.
59	2015 Pavement Marking Contract	BS	Contract and Notice to Proceed expected soon.
60	Annual roadway consulting services.	DB	VHB. In progress.
61	East Avenue Improvements (I/95-Winfield)	BS	DPW requested new traffic study from consultant.
62	Route 1 Improvements at East Ave	MY	CTDOT Project under design. Informational meeting held on 2/6/14.
63	Fairfield Avenue/Washington St Improvements	MY	Submitted to CT DOT for funding under Item 89
64	City Hall parking facilities		Not budgeted.
65	Norwalk River Valley Trail - Phase 2	MY	Project in design. Preliminary submission to DOT scheduled for late Feb.

Sidewalks and Footpaths

66	Curbs & Sidewalks @Various Locations 2014	DB	COMPLETED.
67	Curbs & Sidewalks @Various Locations 2015	DB	In conjunction with paving. In Progress
68	Curbs & Sidewalks @Various Locations 2016	DB	May propose a new concrete sidewalk contract soon. Concrete work is slowing the pace of paving.
69	Sidewalk Assessment (Urban Zone)	RL	COMPLETED.
70	Footpath rehabilitation	DB	Footpath replacement in conjunction with paving program

Water Pollution Control Authority

71	Phase 2 WWTP Upgrade	LB	80% design completed. Project on indefinite hold.
72	SCADA/I&C	RK	Punchlist.
73	Sammis Street Pump Station Replacement	RK	Punchlist.
74	WWTP sluice gate rehab	RK	Consultant selected.
75	Beacon Street Interceptor Rehab	LB	Punchlist.
76	Contract Monitoring	LB	2015 presented at September WPCA meeting.
77	Ely/Bouton Sewer Repair	LB	New pump station. Consultant selected.
78	Solids Handling Facility	LB	Consultant selected.
79	Main Lift Pumps	LB	Litigation on-going with Flowserve; contractor award made for pump replacement.
80	Keeler Brook PS Replacement	LB	Consultant selected.

Parking Authority

81	MLK driveway installation	KH	COMPLETED 2015.
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OTHER

82	SWRPA Regional GIS flight	SB	Final delivery expected in December; QA/QC to occur in December.
83	LDA coordination - 95/7	LB	Property sold to GGP - no plans submitted yet.
84	LDA coordination - POKO	LB	Phase 1 Infrastructure improvements on hold. Preparing to abandon Issac Street (portion). CEAC review.
85	LDA coordination - DiScala	LB	Smith Street abandonment moving forward.
86	Waypointe - Utilities and Drainage # 2	BS	COMPLETED.
87	Waypointe - Paving and Streetscapes # 3	BS	95% Complete
88	Norwalk Linear Trail - P&Z Project	LB	P&Z Project to complete east side trail. DPW prel. Design submitted to DEEP Permit. 148 East Av
89	Norwalk Linear Trail - NRA Proj	LB	CTDOT to likely include in I-95 median project at no cost to city.
90	Landmark Square	TBD	Bids exceed available budget. Proj on Hold. Coordinate w. Wall Str RR tunnel 2015
91	Wall/West/Belden/Mott Intersection	TBD	NRA Funding. Consultant Design
92	Flock Process Dam	BS	Design Completed. Specifications roughed out. Conservation Commission project
93	Transfer station - compactors 1 & 2	JP	COMPLETED.
94	Transfer station - replace compactor 3	JP	Unit being ordered.
95	West Avenue TE Grant	MY	Vaz Quality Works. Project under winter shutdown. About 20% complete.
96	TOD Pilot - Pedestrian Enhancements	MY	Vaz Quality Works. Clay Street - Awaiting railing.
97	West Avenue Median Plantings	MY	Project plans - 80% complete. Advertising on hold per NRA
98	Thermal Imagery	MY	Photos received and being analysed.
99	SRTS Roton School	MY	Addressing comments for state and PIM meeting

GIS/Technology

100	Citysourced (311 Application)	LB	COMPLETED.
101	AVL Project	CT	Nearing completion for Winter 2015.
102	E-Permitting	LB	3 forms completed
103	Camera Replacement Project	LB	Revised program being evaluated.
104	EDMS	LB	Received grant for implementation.