

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

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



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Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Irene Dixon at idxon@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

A. Regular Meeting: May 13, 2025

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

B. MAYOR'S REMARKS

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. ORDINANCE

1. Approve new ordinance: Use of Automated Traffic Enforcement Safety Devices
2. Approve new ordinance: Issuance of Citations; Hearing Procedure

B. RECREATION, PARKS AND CULTURAL AFFAIRS

1. Authorize the purchasing agent to enter a sole source Purchase Order for an amount not to exceed \$125,000 for PlanIT Geo from account #38 0000 5790 G0058.

C. COMMUNITY SERVICES

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with The Open Door Shelter (dba Open Doors) located at 4 Merritt Street Norwalk, CT 06854 in the amount of \$92,000.00 to provide shelter services for persons experiencing homelessness for Norwalk residents. Beginning June 1, 2025 to May 30, 2026. Account#012010-5A0620.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to extend the term of the Eagles parking lease for a period of 1 year commencing on July 1, 2025, and ending on June 20, 2026, on the same terms and conditions as the initial two-year term. Account Number 016200-5265.

D. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Approval of and Vote on Collective Bargaining Agreements — EXECUTIVE SESSION
2. Approval of and Vote on Ordinance Salary Schedule Adjustments — EXECUTIVE SESSION

E. FINANCE AND CLAIMS

1. Authorize the Mayor, Harry W. Rilling, to enter into a five (5)-year purchase agreement with Milliman, Inc. for actuarial consulting services. The annual amount shall not exceed \$72,875, with a total amount not to exceed \$322,500. Account Number 019530-5258

VIII. SUSPENSION OF RULES

IX. ADJOURNMENT

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

MAY 13, 2025

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

I. ROLL CALL

Ms. Dixon called the Roll as follows:

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

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

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

II. ACCEPTANCE OF MINUTES

A. Regular Meeting: April 22, 2025

**** MS. AYERS MOVED THE MINUTES OF THE APRIL 22, 2025 REGULAR MEETING.**

**** THE MOTION TO ACCEPT THE MINUTES OF THE APRIL 22, 2025 REGULAR MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

III. PUBLIC PARTICIPATION

Ms. Diane Lauricella of Little Fox Lane came forward to address two items on the agenda. She said that under Land Use, the 98 South Main Street property. She said that she had been concerned to find that there was water damage in the wall. The building has been under the City's ownership for many years. She wished to know if anyone would be held accountable for this damage to the building.

She then spoke about Broad River Complex and said that she did not understand why the downstream project could not be included with the project that was already funded and underway.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

1. APPOINTMENTS

a. Jackeline Irias, Board of Assessment Appeals, Alternate

**** MS. AYERS MOVED THE APPOINTMENT OF JACKELINE IRIAS TO THE BOARD OF ASSESSMENT APPEALS AS AN ALTERNATE.**

Ms. Ayer said that Ms. Irias had been working in this area for a number of years and Ms. Ayer felt that she would be an excellent addition to the Board.

**** THE MOTION TO APPROVE THE APPOINTMENT OF JACKELINE IRIAS TO THE BOARD OF ASSESSMENT APPEALS AS AN ALTERNATE PASSED UNANIMOUSLY.**

b. Jessica L. S. Larche, Parking Authority

**** MS. SMYTH MOVED THE APPOINTMENT OF JESSICA L. S. LANCHE TO THE PARKING AUTHORITY.**

Ms. Smyth said that she has first met Ms. Larche when her husband worked with Mr. Smyth in the past. Ms. Larche was a strategic thinker and easy to work with.

**** THE MOTION TO APPROVE THE APPOINTMENT OF JESSICA L. S. LANCHE TO THE PARKING AUTHORITY PASSED UNANIMOUSLY.**

2. REAPPOINTMENTS

a. John Igneri, Water Pollution Control Authority

b. Darren Oustafine, Water Pollution Control Authority

**** MS. SMYTH MOVED THE FOLLOWING REAPPOINTMENTS:**

A. JOHN IGNERI TO THE WATER POLLUTION CONTROL AUTHORITY

B. DARREN OUSTAFINE TO THE WATER POLLUTION CONTROL AUTHORITY

Ms. Smyth noted that Mr. Igneri had served on the Council as President and had been a great resource for the City. She added that Mr. Oustafine was a neighbor and was well respected in Darien for his work with the Public Works Department.

**** THE MOTION TO APPROVE THE REAPPOINTMENTS OF BOTH JOHN IGNERI AND DARREN OUSTAFINE TO THE WATER POLLUTION CONTROL AUTHORITY PASSED UNANIMOUSLY.**

B. MAYOR'S REMARKS

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

MAY 13, 2025

Ms. Smyth said that the Mayor and several Council Members had been excited to announce a 1.5 million dollar grant for the Norwalk River Valley Trail through Community Investment Funds.

The Memorial Day Parade will be on May 29th and the 2025 Memorial Day Parade's Grand Marshal will be Lt. Col. Howard W. Dixon. The parade starts at 10:00 AM at Veterans Park and ends at the Town Green on East Avenue. A C-130 airplane scheduled to fly over the parade around 10:30 AM,

May is Mental Health Wellness Month and the Mayor would like to thank all those who participated in the Annual NorWALK on May 3rd.

Beach Parking Passes are available and sticker must be displayed as of May 15th through October 15th for several parks including Calf Pasture, Shady Beach, Veterans Park, and Marvin Elementary School.

The Norwalk Police Department recently participated in the April National Distracted Driving Awareness Month. She thanked the department for their enforcement of violations. They conducted a total of 1,884 traffic stops of which 476 were for distracted driving.

The City will be launching a newsletter starting in June. Those interested can sign up on the City website.

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

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

B. CONSENT CALENDAR

Ms. Smyth announced that Mr. Sead would be presenting the Consent Calendar.

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

There were no items to consider at this time.

B. BOARD OF ESTIMATE AND TAXATION

There were no items to consider at this time.

VII. COMMON COUNCIL COMMITTEES

Mr. Sead read the Consent Calendar into the record at this time.

**** MR. SEAD MOVED THE FOLLOWING CONSENT CALENDAR ITEMS:**

A. FINANCE AND CLAIMS COMMITTEE

1. CLAIMS COMMITTEE REPORT DATED MAY 2025

2. MONTHLY TAX COLLECTOR'S REPORTS DATED APRIL 2025

3. NARRATIVE ON TAX COLLECTIONS DATED MAY 2025

4. ACTION REQUESTED:

A. RECOMMEND THE ALLOCATION OF \$583,668 IN SPECIAL CAPITAL APPROPRIATION FUNDS TO THE RECREATION AND PARKS DEPARTMENT FOR THE DEVELOPMENT AND CONSTRUCTION OF THE NORWALK COMMUNITY RECREATION CENTER AT 98 SOUTH MAIN STREET AS IDENTIFIED HEREIN THIS MEMO AND ATTACHED DOCUMENTATION. CURRENT ACCT. #09256030 5777 C0719

B. RECOMMEND THE REDUCTION IN THE AMOUNT OF \$583,668 FROM THE BALANCE IN THE MIDDLE SCHOOLS BATHROOM IMPROVEMENT CAPITAL BUDGET ACCT. #09225010 5777 C0807

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

**6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN ELECTRONIC VOTING EQUIPMENT LEASE AGREEMENT WITH THE STATE OF CONNECTICUT FOR A LEASE TERM OF APPROXIMATELY 10 YEARS AND A TOTAL LEASE COST OF \$1.00.
ACCOUNT NO. 01-100-012-12100-0-5729**

B. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. AUTHORIZE MAYOR, HARRY W. RILLING, TO EXECUTE THE CERTIFICATIONS AND ASSURANCES BY THE CHIEF EXECUTIVE OF THE APPLICANT GOVERNMENT AS NECESSARY TO ACCEPT GRANT FUNDING UNDER DEPARTMENT OF JUSTICE (DOJ) BJA FY 24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD# LSPBJA-24-GG-04596-JAGX.

2. AUTHORIZE THE NORWALK POLICE DEPARTMENT TO UTILIZE A NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM WITH

MOTOROLA SOLUTIONS FOR THE PURCHASE OF INVESTIGATIVE EQUIPMENT WITH A TWO YEAR SUPPORT SUBSCRIPTION. FUNDING IS PROVIDED BY THE BJA FY 24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD #15BJA-24-GG04596-JAGX

3. AUTHORIZE MAYOR, HARRY W. RILLING, TO EXECUTE A SECOND AMENDMENT TO THE MEMORANDUM OF AGREEMENT (MOA) BY AND BETWEEN THE RECOVERY NETWORK OF PROGRAMS INC AND THE CITY OF NORWALK COMMENCING ON OCTOBER 19, 2024 AND ENDING JUNE 30, 2025 IN THE AMOUNT OF \$209,958 TO BE PAID FROM ACCOUNT # 031026-5258

4. APPROVE THE RECOMMENDED VAPE SHOPS FEES FOR VAPE SHOPS ORDINANCE:

- APPLICATION FEE \$250.00**
- RENEWAL FEE \$250.00**
- DUPLICATE LICENSE FEE \$30.00**

C. COMMUNITY SERVICES

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE NECESSARY AGREEMENTS AND AMENDMENTS WITH THE NORWALK HOUSING AUTHORITY FOR HEALTH DEPARTMENT STAFF AND PARTNERS TO USE SPACE AT THE ENVISION CENTER FOR COMMUNITY HEALTH TRAINING AND PROGRAMMING.

D. LAND USE AND BUILDING MANAGEMENT

**1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH HAZ-PROS, INC.
(STATE CONTRACT: 103-0268 CV) FOR THE FOX RUN ELEMENTARY SCHOOL ASBESTOS FLOORING REMOVAL AND REPLACEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$265,000.00. FUNDS ARE AVAILABLE AS FOLLOWS:
ACCT. # 09175010 5777 C0595
ACCT. # 09215010 5777 C0595
ACCT. # 09245010 5777 C0595**

2. AUTHORIZE THE NPS FACILITIES DEPARTMENT TO ISSUE CHANGE ORDERS ON THIS CONTRACT FOR A TOTAL OF \$26,500.00. FUNDS ARE AVAILABLE IN ACCT. #09215010 5777 C0595

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE GUARANTEED MAXIMUM PRICE AMENDMENT WITH NEWFIELD CONSTRUCTION GROUP, LLC FOR THE ROWAYTON SCHOOL HVAC

IMPROVEMENT PROJECT IN THE AMOUNT OF \$10,308,938.00. FUNDS ARE AVAILABLE IN ACCT. #09245010 5777 C0843.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A NEW MANAGEMENT AGREEMENT WITH GROWING SEEDS TOO, CHILD DEVELOPMENT CENTER, INC. ("GROWING SEEDS") (OR EXTEND THE EXISTING ONE, AS APPLICABLE) FOR A TERM OF 2 YEARS (JULY 1, 2025 – JUNE 30, 2027) TO CONTINUE PROVIDING EARLY CARE AND EDUCATION SERVICES OUT OF THE SAME SPACE CURRENTLY OCCUPIED BY GROWING SEEDS UNDER THE EXISTING MANAGEMENT AGREEMENT AT 165 FLAX HILL RD.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A NEW MANAGEMENT AGREEMENT WITH CONNECTICUT INSTITUTE FOR COMMUNITIES, INC. ("CIFIC") (OR EXTEND THE EXISTING ONE, AS APPLICABLE) FOR A TERM OF 2 YEARS (JULY 1, 2025 – JUNE 30, 2027) TO CONTINUE PROVIDING EARLY CARE AND EDUCATION SERVICES OUT OF THE SAME SPACE CURRENTLY OCCUPIED BY CIFIC UNDER THE EXISTING MANAGEMENT AGREEMENT AT 11 INGALLS AVE AND 165 FLAX HILL RD.

**6. AUTHORIZE TO INCREASE CONTINGENCY ALLOWANCE IN THE AMOUNT \$583,668 TO NEWFIELD CONSTRUCTION GROUP, LLC'S CONTRACT FOR THE NORWALK COMMUNITY RECREATION CENTER TO COVER THE COSTS ASSOCIATED WITH WATER DAMAGE TO THE EXTERIOR BUILDING WALLS.
ACCT. #09256030 5777 C0719**

E. PUBLIC WORKS

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE CONNECTICUT PORT AUTHORITY (CPA) THROUGH SMALL HARBOR IMPROVEMENT PROJECTS PROGRAM (SHIPP) RELATED TO THE CITY OF NORWALK'S AWARDED SHIPP GRANT.

2. RD2025-2 ROADWAY PAVING, SIDEWALKS AND WATER MAIN INSTALLATION

A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND GUERRERA CONSTRUCTION COMPANY, INC. FOR PROJECT RD2025-2 - ROADWAY PAVING, SIDEWALKS AND WATER MAIN INSTALLATION FOR FLAX HILL ROAD (FROM WASHINGTON STREET TO ARBOR DRIVE) FOR A SUM NOT TO EXCEED \$2,655,816.80 (BASE BID – FUNDED BY THE CITY OF NORWALK) & \$1,985,560.00 (ALTERNATE 1 – FUNDED BY SNEW).

B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF NORWALK AND SECOND TAXING DISTRICT TO FUND THE ALTERNATE 1 BID IN THE AMOUNT OF \$1,985,560.00 UNDER THE CITY'S CONTRACT WITH GUERRERA CONSTRUCTION COMPANY, INC. FOR PROJECT RD2025-2 - ROADWAY PAVING, SIDEWALKS AND WATER MAIN INSTALLATION FOR FLAX HILL ROAD.

**ACCOUNT NO. 09 24 4021 5777 C0021
 09 25 4021 5777 C0021
 09 26 4021 5777 C0021
 09 19 4021 5777 C0318
 09 25 4021 5777 C0318
 09 26 4021 5777 C0318
 09 25 4021 5777 C0440
 010000-2362**

3. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO EXECUTE ORDERS ON THE CONTRACT WITH GUERRERA CONSTRUCTION COMPANY, INC. FOR PROJECT RD2025-2 - ROADWAY PAVING, SIDEWALKS AND WATER MAIN INSTALLATION FOR FLAX HILL ROAD (FROM WASHINGTON STREET TO ARBOR DRIVE) FOR A SUM NOT TO EXCEED \$464,137.68.

**ACCOUNT NO. 09 24 4021 5777 C0021
 09 25 4021 5777 C0021
 09 26 4021 5777 C0021
 09 19 4021 5777 C0318
 09 25 4021 5777 C0318
 09 26 4021 5777 C0318
 09 25 4021 5777 C0440
 010000-2362**

4. AUTHORIZE THE CITY OF NORWALK'S PURCHASING AGENT TO AUTHORIZE A COOPERATIVE PURCHASE AGREEMENT PURCHASE ORDER TO GENGRAS FORD LLC FOR THE PURCHASE OF SIX (6) FORD ESCAPE PLUG-IN HYBRIDS FOR A SUM NOT TO EXCEED \$221,437.20 (COPY INCLUDED).

**ACCOUNT NO. 09 26 4031 5777 C0716
 09 25 6030 5777 C0486**

5. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS, TO EXECUTE ORDERS ON THE CONTRACT BETWEEN THE CITY OF NORWALK AND COLONNA CONCRETE & ASPHALT PAVING, LLC, FOR PROJECT DRG2024-1 LOCKWOOD AND HEATHER LANE DRAINAGE IMPROVEMENTS FOR A SUM NOT TO

EXCEED \$400,000.00.

**ACCOUNT NO. 09 24 4021 5799 C0689
 09 21 4021 5777 C0440
 09 24 4062 5777 C0361
 09 26 4021 5777 C0021**

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN EIGHTH AMENDMENT TO THE WOODARD & CURRAN AGREEMENT DATED AUGUST 12, 2019, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER DRAINAGE DESIGN SERVICES OF THE PROPOSED STORMWATER IMPROVEMENTS DOWNSTREAM OF THE BROAD RIVER PARK IN ACCORDANCE WITH PROFESSIONAL SERVICES TASK ORDER DATED APRIL 11, 2025 FOR A SUM NOT TO EXCEED \$397,700.00

ACCOUNT NO. 09 25 4027 5777 C0712

7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A TEMPORARY RIGHT OF ENTRY AGREEMENT WITH PETER LUPPINO AT 3 DEERFIELD STREET FOR CONSTRUCTION ACCESS, SLOPE MODIFICATION, AND TREE PLANTING PURPOSES IN CONNECTION WITH THE SIDEWALK INSTALLATION FOR PROJECT TMP2024-8 SOUNDVIEW AVENUE SIDEWALK CONNECTION PROJECT.

8. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A TEMPORARY RIGHT OF ENTRY AGREEMENTS TO GO IN A CERTAIN PORTION OF THE FOLLOWING PRIVATE PROPERTIES FOR CONSTRUCTION ACCESS AND SLOPE MODIFICATION PROPOSES RELATED TO THE CONSTRUCTION OF NEW SIDEWALKS AND STREETScape AS PART OF TMP2024-7 HOSPITAL HILL VILLAGE SAFETY ENHANCEMENT PROJECT: 51 STEVENS STREET; 47 STEVENS STREET; 43 STEVENS STREET; 67 STUART AVENUE; 69 STUART AVENUE.

9. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A PERMANENT SIDEWALK EASEMENT, AS WELL AS ENTER INTO A TEMPORARY RIGHT OF ENTRY AGREEMENT, WITH LEONARDO CORONADO OF 19 OXFORD STREET FOR CONSTRUCTION OF A SIDEWALK ALONG KNAPP STREET AND OXFORD STREET FOR PROJECT TMP2024-9 SONO SCHOOL SIDEWALK CONNECTIVITY PROJECT.

10. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A ONE (1) YEAR CONTRACT EXTENSION ON AN EXISTING CONTRACT WITH ROCCO IADAROLA GENERAL CONTRACTING COMPANY. TMP2023-

**1, DECORATIVE CROSSWALKS AND TRAFFIC CALMING SURFACES AT
VARIOUS LOCATION FOR AN AMOUNT NOT TO EXCEED \$150,000.00
ANNUALLY.**

**ACCOUNT NO. 09 18 4021 5777 C0598
 09 20 4120 5777 C0598
 09 20 4120 5777 C0648
 09 22 4120 5777 C0649
 09 21 4120 5777 C0598
 09 24 3750 5777 C0652
 09 25 3750 5777 C0652**

**11. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO AWARD A
CONTRACT AGREEMENT WITH PRIORITY
LANDSCAPING, LLC IN THE AMOUNT OF \$771,240.00 WITH A 10%
CONTINGENCY OF
\$77,124.00 FOR PROJECT TMP2025-3 ADAMS AVENUE AND WARD STREET
CURBING AND
SIDEWALK PROJECT.**

**ACCOUNT NO. 09 23 4120 5777 C0441
 09 25 4120 5777 C0441
 09 23 3750 5777 C0649
 09 25 3750 5777 C0649
 09 23 3750 5777 C0824
 09 24 3750 5777 C0824
 09 25 3750 5777 C0824**

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

**12. Authorize the Mayor, Harry W. Rilling, to execute a permanent sidewalk easement, a
permanent easement to construct and maintain a new seat wall, and enter into
temporary Right of Entry Agreement to go in a certain portion of 10 Wall Street for
construction of a sidewalk and seat wall related to the streetscape improvements as
part of project L102-0004 East Wall Street – Landmark Square Safety, Accessibility,
and Streetscape Improvement Project.**

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

Mr. Frayer said that this would allow a new seat wall at East Wall Street. Mr. Travers said that this phase of the project will serve as a separate between the public space and private property. He spoke about Horace Silver, a famous jazz musician, would be recognized.

Ms. Ayers said that there was a great deal of work that was underway on Wall Street. It may seem small but it is a step to revitalize a neighborhood and is the true downtown center.

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

MAY 13, 2025

Mr. Sead thanked those who have made this project happen. The revitalization of downtown Norwalk has been promised since the 1960's. this is government done right.

Mr. Travers said that the project is successful because it is a village. He noted that both Ms. Ayers and Mr. Sead have come to the table every time about these projects.

Ms. Smyth noted that Mr. Travers has worked very hard to obtain grant funding. Mr. Travers said that they expected to have about \$29 million dollars and had \$21 million secured. He said that he believed they would deliver a project that people will be proud of. Phase 1 will be starting. The bid for the Yankee Doodle Garage will be going out shortly.

Ms. Smyth said that it was an exciting time for District A.

Ms. Young said that it was a great thing to see these areas revitalized back to their original state. It is time for the Wall Street area to be revitalized. Mr. Travers said that the 19th would be the ground breaking for Hospital Hill at 9:30 a.m.

**** THE MOTION PASSED UNANIMOUSLY.**

Ms. Smyth requested a motion to suspend the rules in order to add an item from Public Works to the agenda.

**** MR. FRAYER MOVED TO SUSPEND THE RULES IN ORDER TO ADD AN ITEM FROM PUBLIC WORKS TO THE AGENDA.**

**** THE MOTION PASSED UNANIMOUSLY.**

Mr. Frayer then read the following into the record. He said that there was a Special Meeting the previous day. [35:00]

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

He said that there was a consultant hired to work on East Avenue before the Walk Bridge. The project now includes expanding the width of the railroad underpass on East Avenue. These are state roads. After nearly 20 years, CT DOT is ready to begin and have been reviewing the details of the design. He gave the details of the drainage issues, changes to Gregory Blvd. and work on the City's Complete Streets plan. Mr. Travers said that there would be sidewalks all around the cemetery and crosswalks installed.

**** THE MOTION PASSED UNANIMOUSLY.**

7. Settlement of Claim (C.G.S. §§ 1-200(6)(B) and (E), and 1-21(b)(10)) - EXECUTIVE SESSION

**** MR. GOLDSTEIN MOVED TO ENTER INTO EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION REGARDING THE SETTLEMENT OF CLAIM (C.G.S. §§ 1-200(6)(B) AND (E), AND 1-21(B)(10)).**

**** THE MOTION PASSED UNANIMOUSLY.**

The Council Members and the Corporation Counsel entered in to Executive Session at 8:16 P.M. to discuss pending litigation. They returned to Public Session at 9:15 p.m.
No actions were taken or motions made during Executive Session.

**** MS. SMYTH MOVED TO SUSPEND THE RULES TO AMEND THE LANGUAGE OF THE SETTLEMENT OF CLAIM (C.G.S. §§ 1-200(6)(B) AND (E), AND 1-21(B)(10)) AS FOLLOWS:**

AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A TRI-PARTY AGREEMENT BETWEEN THE CITY OF NORWALK (“CITY”), ODYSSEY LEARNING CENTER, INC. (“ODYSSEY”) AND JEWISH COMMUNITY CENTER INC. (“JCC”), (1) GRANTING JCC A LICENSE TO USE ROOM 107 IN THE NATHANIEL ELY SCHOOL BUILDING TO OPERATE ITS JUMP START PROGRAM; AND (2) SETTLING DISPUTED USER FEE ARREARAGE CLAIMS WITH ODYSSEY UNDER THE 2016 MANAGEMENT AGREEMENT, AS AMENDED; AND

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A NEW MANAGEMENT AGREEMENT WITH ODYSSEY LEARNING CENTER, INC. (“ODYSSEY”) (OR EXTEND THE EXISTING ONE, AS APPLICABLE) FOR A TERM OF 2 YEARS (JULY 1, 2025 – JUNE 30, 2027) TO CONTINUE PROVIDING CHILD DAY CARE SERVICES OUT OF THE SAME SPACE CURRENTLY OCCUPIED BY ODYSSEY UNDER THE EXISTING MANAGEMENT AGREEMENT SUBJECT TO COUNCIL’S AUTHORIZATION OF THE TRI-PARTY AGREEMENT BETWEEN ODYSSEY, JEWISH COMMUNITY CENTER INC. AND THE CITY.

**** THE MOTION PASSED UNANIMOUSLY.**

VIII. RESOLUTIONS FROM COMMON COUNCIL

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

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

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

X. SUSPENSION OF RULES

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

XI. ADJOURNMENT

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

**** MOTION PASSED UNANIMOUSLY.**

There was no further discussion, and the meeting was unanimously adjourned at 9:17 p.m.

ATTEST: _____

Irene Dixon, City Clerk

USE OF AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICES

Sec. x-1. Use of Automated Traffic Enforcement Safety Devices.

Pursuant to the authority granted in Public Act 23-116 of the 2023 Session of the Connecticut General Assembly (the "Act"), the City of Norwalk (the "City") hereby authorizes the use of Automated Traffic Enforcement Safety Devices at locations within School Zones, Pedestrian Safety Zones, and other places within the boundaries of the City, provided that the locations of such devices are identified in a plan submitted to and approved by the Connecticut Department of Transportation.

Sec. x-2. Definitions.

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

AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICE

A device designed to detect and collect evidence of alleged traffic violations by recording images that capture the Number Plate, date, time, and location of a Motor Vehicle that (1) exceeds the posted speed limit by ten or more miles per hour, or (2) fails to stop such vehicle when facing a steady red signal on a traffic control signal.

AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICE OPERATOR

A person who is trained and certified to operate an Automated Traffic Enforcement Safety Device.

MOTOR VEHICLE, NUMBER PLATE, and OWNER

Shall have the respective meanings set forth in G.G.S. § 14-1, as amended from time to time.

PEDESTRIAN SAFETY ZONE

An area designated by the Office of the State Traffic Administration or the Traffic Authority of the City pursuant to C.G.S. § 14-307a, as amended from time to time.

PERSONALLY IDENTIFIABLE INFORMATION

Information created or maintained by the City or a Vendor that identifies or describes an Owner and includes, but need not be limited to, the Owner's address, telephone number, Number Plate, photograph, bank account information, credit card number, debit card number, or the date, time, location, or direction of travel on a highway.

SCHOOL ZONE

An area designated by the Office of the State Traffic Administration or the Traffic Authority of the City pursuant to CG.S. § 14-212b, as amended from time to time.

TRAFFIC AUTHORITY, TRAFFIC CONTROL SIGN, and TRAFFIC CONTROL SIGNAL

Shall have the respective meanings set forth in G.G.S. § 14-297, as amended from time to time.

VENDOR

A person who: (1) provides services to the City under this Chapter; (2) operates, maintains, leases, or licenses an Automated Traffic Enforcement Safety Device; or (3) is authorized to review and assemble the recorded images captured by an Automated Traffic Enforcement Safety Device and forward such recorded images to the City.

Sec. x-3. Vendors.

The City may enter into agreements with Vendors for the design, installation, operation, or maintenance, or any combination thereof, of Automated Traffic Enforcement Safety Devices. If a Vendor designs, installs, operates, or maintains an Automated Traffic Enforcement Safety Device, the Vendor's fees may not be contingent on the number of citations issued or fines paid pursuant to this Chapter.

Sec. x-4. Operation of Automated Traffic Enforcement Safety Devices.

All Automated Traffic Enforcement Safety Devices shall be operated by an Automated Traffic Enforcement Safety Device operator.

Sec. x-5. Violation.

- (a) The Owner of a Motor Vehicle commits a violation of this Chapter if the person operating such Motor Vehicle:
 - (1) Exceeds the posted speed limit by ten or more miles per hour and such operation is detected by an Automated Traffic Enforcement Safety Device; or
 - (2) Fails to stop such Motor Vehicle when facing a steady red signal on a Traffic Control Signal and such failure is detected by an Automated Traffic Enforcement Safety Device.
- (b) Automated Traffic Enforcement Safety Devices shall be used solely for identifying violations of this Chapter.
- (c) For the first thirty days after a location is equipped with an operational Automated Traffic Enforcement Safety Device, the Owner of a Motor Vehicle that allegedly violates this Chapter that is detected by such device shall receive a written warning instead of a citation.

Sec. x-6. Penalty for violation.

- (a) Whenever an Automated Traffic Enforcement Safety Device detects and produces recorded images of a Motor Vehicle allegedly committing a violation of this Chapter, a sworn member or employee of the City's Police Department, or an employee of the City

designated by the Traffic Authority, shall review and approve the recorded images provided by such device. If, after such review, the member or employee determines that there are reasonable grounds to believe that a violation of this Chapter has occurred, the member or employee may issue by a citation to the Owner of such Motor Vehicle. The citation shall be sent by first class mail.

- (b) A citation under this Chapter shall include the following:
 - (1) The name and address of the Owner of the Motor Vehicle;
 - (2) The Number Plate of the Motor Vehicle;
 - (3) The violation charged;
 - (4) The location of the Automated Traffic Enforcement Safety Device and the date and time of the violation;
 - (5) A copy of or information on how to view, through electronic means, the recorded images that captured the alleged violation;
 - (6) A statement or electronically generated affirmation by the member or employee who reviewed the recorded images and determined that a violation occurred;
 - (7) Verification that the Automated Traffic Enforcement Safety Device was operating correctly at the time of the alleged violation and the date of the most recent calibration check performed pursuant to the Act;
 - (8) The amount of the fine imposed and how to pay such fine; and
 - (9) The right to contest the violation and request a hearing pursuant to Chapter X of the Norwalk City Code.
- (c) In the case of an alleged violation involving a Motor Vehicle registered in Connecticut, the citation shall be mailed not later than thirty days after the identity of the Owner is ascertained to the address of the Owner that is in the records of the Connecticut Department of Motor Vehicles. In the case of an alleged violation involving a Motor Vehicle registered in another jurisdiction, the citation shall be mailed not later than thirty days after the identity of the Owner is ascertained to the address of the Owner that is in the records of the official in the other jurisdiction issuing such registration.
- (d) A citation shall be invalid unless mailed to an Owner not later than sixty days after the alleged violation.

Sec. x-7. Fine for violation.

- (a) The City shall impose a fine against the Owner of a Motor Vehicle that commits a violation of this Chapter.
- (b) The fine for the first violation of this Chapter shall be fifty dollars (\$50.00). The fine for each subsequent violation of this Chapter shall be seventy-five dollars (\$75.00). These fines shall be imposed against the Owner of the Motor Vehicle committing the violation.

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- (c) Payment of a fine and any associated fee may be made by electronic means.
 - (d) A reasonable fee, not to exceed fifteen dollars (\$15.00) per citation, may be imposed for the costs associated with the electronic processing of the payment of a fine.
 - (e) Any funds received by the City from fines imposed pursuant to this Chapter shall be used solely for the purposes of improving transportation mobility, investing in transportation infrastructure improvements, or paying the costs associated with the use of Automated Traffic Enforcement Safety Devices within the City.

Sec. x-8. Appeal.

Any Owner issued a fine for violating the provisions of this Chapter may, within ten days of the receipt of the fine, appeal in writing to a citation hearing officer in accordance with Section X of the City Code.

Sec. x-9. Defenses.

The defenses available to the Owner of a Motor Vehicle who is alleged to have committed a violation of this Chapter shall include, but are not limited to, any one or more of the following:

- (a) The operator was driving an emergency vehicle in accordance with the applicable provisions of C.G.S. § 14-283, as amended from time to time.
- (b) The Traffic Control Signal was inoperative, which is observable on the recorded images.
- (c) The violation was necessary for the operator to comply with an order or direction from a law enforcement officer, which is observable on the recorded images.
- (d) The violation was necessary to allow the passage of an authorized emergency vehicle, which is observable on the recorded images.
- (e) The violation took place during a period of time in which the Motor Vehicle had been reported as being stolen to a law enforcement unit, as defined in C.G.S. § 7-294a, as amended from time to time, and had not been recovered prior to the time of the violation.
- (f) The Automated Traffic Enforcement Safety Device was not in compliance with the calibration check required pursuant to the applicable provisions of the Act.

Sec. x-10. Disclosure of Personally Identifiable Information.

- (a) No Personally Identifiable Information shall be disclosed by the City or a Vendor to any person or entity, including any law enforcement unit, except where the disclosure is made in connection with the charging, collection, and enforcement of the fines imposed pursuant to this Chapter.

- (b) No Personally Identifiable Information shall be stored or retained by the City or a Vendor unless such information is necessary for the charging, collection, and enforcement of the fines imposed pursuant to this Chapter.
- (c) The City or a Vendor shall destroy all Personally Identifiable Information and other data that specifically identifies a Motor Vehicle and relates to a violation of this Chapter not later than thirty days after any fine is collected or the resolution of a hearing conducted for the alleged commission of such violation, whichever is later.
- (d) Any information and other data gathered from Automated Traffic Enforcement Safety Devices shall be subject to disclosure under the Freedom of Information Act, as defined in C.G.S. § 1-200, as amended from time to time, except that no Personally Identifiable Information may be disclosed.

Sec. x-11. The Act.

To the extent of applicability, the provisions in the Act that are necessary to further and/or effectuate this Chapter are hereby incorporated and adopted in toto, herein.

Sec. x-12. Severability.

If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by any decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter.

Sec. x-13. Repealer.

All Chapters, bylaws, orders, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any Chapters, bylaws, orders, resolutions, or parts thereof, heretofore repealed.

USE OF AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICES

Sec. x-1. Use of Automated Traffic Enforcement Safety Devices.

Pursuant to the authority granted in Public Act 23-116 of the 2023 Session of the Connecticut General Assembly (the "Act"), the City of Norwalk (the "City") hereby authorizes the use of Automated Traffic Enforcement Safety Devices at locations within School Zones, Pedestrian Safety Zones, and other places within the boundaries of the City, provided that the locations of such devices are identified in a plan submitted to and approved by the Connecticut Department of Transportation.

Sec. x-2. Definitions.

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

AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICE

A device designed to detect and collect evidence of alleged traffic violations by recording images that capture the Number Plate, date, time, and location of a Motor Vehicle that (1) exceeds the posted speed limit by ten or more miles per hour, or (2) fails to stop such vehicle when facing a steady red signal on a traffic control signal.

AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICE OPERATOR

A person who is trained and certified to operate an Automated Traffic Enforcement Safety Device.

MOTOR VEHICLE, NUMBER PLATE, and OWNER

Shall have the respective meanings set forth in G.G.S. § 14-1, as amended from time to time.

PEDESTRIAN SAFETY ZONE

An area designated by the Office of the State Traffic Administration or the Traffic Authority of the City pursuant to C.G.S. § 14-307a, as amended from time to time.

PERSONALLY IDENTIFIABLE INFORMATION

Information created or maintained by the City or a Vendor that identifies or describes an Owner and includes, but need not be limited to, the Owner's address, telephone number, Number Plate, photograph, bank account information, credit card number, debit card number, or the date, time, location, or direction of travel on a highway.

SCHOOL ZONE

An area designated by the Office of the State Traffic Administration or the Traffic Authority of the City pursuant to CG.S. § 14-212b, as amended from time to time.

TRAFFIC AUTHORITY, TRAFFIC CONTROL SIGN, and TRAFFIC CONTROL SIGNAL

Shall have the respective meanings set forth in G.G.S. § 14-297, as amended from time to time.

VENDOR

A person who: (1) provides services to the City under this Chapter; (2) operates, maintains, leases, or licenses an Automated Traffic Enforcement Safety Device; or (3) is authorized to review and assemble the recorded images captured by an Automated Traffic Enforcement Safety Device and forward such recorded images to the City.

Sec. x-3. Vendors.

The City may enter into agreements with Vendors for the design, installation, operation, or maintenance, or any combination thereof, of Automated Traffic Enforcement Safety Devices. If a Vendor designs, installs, operates, or maintains an Automated Traffic Enforcement Safety Device, the Vendor's fees may not be contingent on the number of citations issued or fines paid pursuant to this Chapter.

Sec. x-4. Operation of Automated Traffic Enforcement Safety Devices.

All Automated Traffic Enforcement Safety Devices shall be operated by an Automated Traffic Enforcement Safety Device operator.

Sec. x-5. Violation.

- (a) The Owner of a Motor Vehicle commits a violation of this Chapter if the person operating such Motor Vehicle:
 - (1) Exceeds the posted speed limit by ten or more miles per hour and such operation is detected by an Automated Traffic Enforcement Safety Device; or
 - (2) Fails to stop such Motor Vehicle when facing a steady red signal on a Traffic Control Signal and such failure is detected by an Automated Traffic Enforcement Safety Device.
- (b) Automated Traffic Enforcement Safety Devices shall be used solely for identifying violations of this Chapter.
- (c) For the first thirty days after a location is equipped with an operational Automated Traffic Enforcement Safety Device, the Owner of a Motor Vehicle that allegedly violates this Chapter that is detected by such device shall receive a written warning instead of a citation.

Sec. x-6. Penalty for violation.

- (a) Whenever an Automated Traffic Enforcement Safety Device detects and produces recorded images of a Motor Vehicle allegedly committing a violation of this Chapter, a sworn member or employee of the City's Police Department, or an employee of the City

designated by the Traffic Authority, shall review and approve the recorded images provided by such device. If, after such review, the member or employee determines that there are reasonable grounds to believe that a violation of this Chapter has occurred, the member or employee may issue by a citation to the Owner of such Motor Vehicle. The citation shall be sent by first class mail.

- (b) A citation under this Chapter shall include the following:
 - (1) The name and address of the Owner of the Motor Vehicle;
 - (2) The Number Plate of the Motor Vehicle;
 - (3) The violation charged;
 - (4) The location of the Automated Traffic Enforcement Safety Device and the date and time of the violation;
 - (5) A copy of or information on how to view, through electronic means, the recorded images that captured the alleged violation;
 - (6) A statement or electronically generated affirmation by the member or employee who reviewed the recorded images and determined that a violation occurred;
 - (7) Verification that the Automated Traffic Enforcement Safety Device was operating correctly at the time of the alleged violation and the date of the most recent calibration check performed pursuant to the Act;
 - (8) The amount of the fine imposed and how to pay such fine; and
 - (9) The right to contest the violation and request a hearing pursuant to Chapter X of the Norwalk City Code.
- (c) In the case of an alleged violation involving a Motor Vehicle registered in Connecticut, the citation shall be mailed not later than thirty days after the identity of the Owner is ascertained to the address of the Owner that is in the records of the Connecticut Department of Motor Vehicles. In the case of an alleged violation involving a Motor Vehicle registered in another jurisdiction, the citation shall be mailed not later than thirty days after the identity of the Owner is ascertained to the address of the Owner that is in the records of the official in the other jurisdiction issuing such registration.
- (d) A citation shall be invalid unless mailed to an Owner not later than sixty days after the alleged violation.

Sec. x-7. Fine for violation.

- (a) The City shall impose a fine against the Owner of a Motor Vehicle that commits a violation of this Chapter.
- (b) The fine for the first violation of this Chapter shall be fifty dollars (\$50.00). The fine for each subsequent violation of this Chapter shall be seventy-five dollars (\$75.00). These fines shall be imposed against the Owner of the Motor Vehicle committing the violation.

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- (c) Payment of a fine and any associated fee may be made by electronic means.
 - (d) A reasonable fee, not to exceed fifteen dollars (\$15.00) per citation, may be imposed for the costs associated with the electronic processing of the payment of a fine.
 - (e) Any funds received by the City from fines imposed pursuant to this Chapter shall be used solely for the purposes of improving transportation mobility, investing in transportation infrastructure improvements, or paying the costs associated with the use of Automated Traffic Enforcement Safety Devices within the City.

~~[Sec. x-8. Removal or immobilization of motor vehicles bearing outstanding citations.~~

~~No person shall park or operate a Motor Vehicle on any City street, in any public parking garage, on any public property within the City, or on property owned or managed by the Norwalk Housing Authority if the last registered owner of the vehicle or Number Plate owes delinquent fines and fees from this Chapter in a cumulative amount of two hundred forty five dollars (\$245.00) or greater, or has three or more delinquent citations that are otherwise unsettled and uncontested. In addition to being subject to a Class II parking violation penalty as provided in section 231-6 of the code, such vehicle shall, upon approval of the Traffic Authority or their designee, be subject to the removal or immobilization provisions as provided in section 231-8 of the code.]~~

Sec. x-9. Appeal.

Any Owner issued a fine for violating the provisions of this Chapter may, within ten days of the receipt of the fine, appeal in writing to a citation hearing officer in accordance with Section X of the City Code.

Sec. x-10. Defenses.

The defenses available to the Owner of a Motor Vehicle who is alleged to have committed a violation of this Chapter shall include, but are not limited to, any one or more of the following:

- (a) The operator was driving an emergency vehicle in accordance with the applicable provisions of C.G.S. § 14-283, as amended from time to time.
- (b) The Traffic Control Signal was inoperative, which is observable on the recorded images.
- (c) The violation was necessary for the operator to comply with an order or direction from a law enforcement officer, which is observable on the recorded images.
- (d) The violation was necessary to allow the passage of an authorized emergency vehicle, which is observable on the recorded images.
- (e) The violation took place during a period of time in which the Motor Vehicle had been reported as being stolen to a law enforcement unit, as defined in C.G.S. § 7-294a, as amended from time to time, and had not been recovered prior to the time of the violation.

- (f) The Automated Traffic Enforcement Safety Device was not in compliance with the calibration check required pursuant to the applicable provisions of the Act.

Sec. x-11. Disclosure of Personally Identifiable Information.

- (a) No Personally Identifiable Information shall be disclosed by the City or a Vendor to any person or entity, including any law enforcement unit, except where the disclosure is made in connection with the charging, collection, and enforcement of the fines imposed pursuant to this Chapter.
- (b) No Personally Identifiable Information shall be stored or retained by the City or a Vendor unless such information is necessary for the charging, collection, and enforcement of the fines imposed pursuant to this Chapter.
- (c) The City or a Vendor shall destroy all Personally Identifiable Information and other data that specifically identifies a Motor Vehicle and relates to a violation of this Chapter not later than thirty days after any fine is collected or the resolution of a hearing conducted for the alleged commission of such violation, whichever is later.
- (d) Any information and other data gathered from Automated Traffic Enforcement Safety Devices shall be subject to disclosure under the Freedom of Information Act, as defined in C.G.S. § 1-200, as amended from time to time, except that no Personally Identifiable Information may be disclosed.

Sec. x-12. The Act.

To the extent of applicability, the provisions in the Act that are necessary to further and/or effectuate this Chapter are hereby incorporated and adopted in toto, herein.

Sec. x-13. Severability.

If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by any decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter.

Sec. x-14. Repealer.

All Chapters, bylaws, orders, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any Chapters, bylaws, orders, resolutions, or parts thereof, heretofore repealed.

Chapter __. Issuance of Citations; Hearing Procedure

§ __-1. Purpose.

The purpose of this Chapter is to establish a procedure for the issuance of citations to be followed in all instances when citations are issued by employees of the City of Norwalk (the "City"). This Chapter also establishes a hearing procedure for the appeal and enforcement of all fines, penalties, costs, and fees for citations issued for violations of City ordinances.

§ __-2. Appointment of hearing officers.

The Mayor shall appoint one or more persons who are electors of the City to serve as citation hearing officers to conduct hearings regarding the violation of City ordinances. No City employee authorized to issue citations for the violation of any City ordinance shall be permitted to serve as a citation hearing officer.

§ __-3. Notice of violation.

Within 12 months from the expiration of the final period for the uncontested payment of fines, penalties, costs, or fees for any citation issued under a City ordinance for a violation thereof, the City shall send notice to the cited person(s). Such notice shall inform the cited person(s):

- A. Of the allegations against the cited person(s) and the amount of the fines, penalties, costs, or fees due;
- B. That the cited person(s) may contest liability before a hearing officer appointed by the Mayor by delivering in person or by mail written notice of demand for a hearing to the address specified in the notice within 10 days of the date thereof;
- C. That if a hearing is not so demanded, an assessment and judgment shall be entered against the cited person(s); and
- D. That such judgment may issue without further notice.

For purposes of this section, notice shall be presumed to have been properly sent if such notice was mailed to such person's last known address on file with the City Tax Collector's office.

§ __-4. Admission of liability.

If a cited person(s) sent notice pursuant to Section 3 wishes to admit liability for an alleged violation, the cited person(s) may, without requesting a hearing, pay the full amount of the fines, penalties, costs, or fees in person or by mail to the address specified in the notice. Such payment shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of the cited person(s) making the payment. Any cited person(s) who does not deliver or mail written notice of demand for a hearing within 10 days of the date of the notice provided in Section 3 above, shall be deemed to have admitted liability and the Chief of the City department specified in the notice, or their designee, shall certify such person or persons' failure to respond to the hearing officer. The hearing officer shall thereupon enter and assess the fines, penalties, costs, or fees provided for by the applicable ordinance and shall follow the procedures set forth in this Chapter.

§ ____-5. Hearing procedure.

- A. Any cited person(s) who requests a hearing shall be given written notice of the date, time, and place of the hearing. Such hearing shall be held not less than 15 days nor more than 30 days from the date of the mailing of such notice, provided the hearing officer shall grant, upon good cause shown, any reasonable request by any interested party for postponement or continuance. An original or certified copy of the initial notice of violation issued by the issuing employee shall be filed and retained by the City, be deemed to be a business record within the scope of Connecticut General Statutes § 52-180, as amended from time to time, and be evidence of the facts set forth therein. At the request of the cited person(s), the presence of the issuing employee shall be required at the hearing. A designated City employee, other than the hearing officer, may present evidence on behalf of the City. A person wishing to contest their liability shall appear at the hearing and present evidence on their own behalf.
- B. If the cited person(s) fails to appear, the hearing officer may, in their discretion, enter an assessment by default against the cited person(s) upon a finding of proper notice and liability under the applicable ordinance. The hearing officer may accept from the cited person(s) copies of written statements, police reports, investigatory and citation reports, and other official documents by mail or hand delivery, and may determine thereby that the appearance of such person(s) is unnecessary. The hearing officer shall conduct the hearing in the order and form and with such methods of proof as the hearing officer deems fair and appropriate. The rules regarding the admissibility of evidence shall not be strictly applied, but all testimony shall be given under oath or affirmation. The hearing officer shall announce a decision at the end of the hearing. If the hearing officer determines that the cited person(s) is not liable, the matter shall be dismissed and the decision of the hearing officer entered in writing accordingly. If the hearing officer determines that the cited person(s) is liable for the violation, said hearing officer shall forthwith enter and assess the fines, penalties, costs, or fees against the cited person(s) as provided by the applicable ordinance.
- C. All final decisions of the hearing officer shall be made at the end of the hearing. If the hearing officer finds that the cited person(s) is not liable, the hearing officer shall dismiss the matter and enter their determination in writing accordingly. If the hearing officer determines that the cited person(s) is liable for the violation, the hearing officer shall enter their determination in writing and assess the fines, penalties, costs or fees against the cited person(s) as provided by the applicable Chapter of the City Code.

§ ____-6. Notice of assessment and judgment.

- A. If an assessment is not paid on the date of its entry, the hearing officer shall send by first class mail a notice of assessment to the cited person(s) found liable and shall file, not less than 30 days nor more than 12 months after such mailing, a certified copy of the notice of assessment with the Clerk of the Superior Court, together with the applicable court costs. The certified copy of the notice of assessment shall constitute a record of assessment. Within such 12 month period, assessments against the same cited person(s) may be accrued and filed as one record of assessment. The Town Clerk shall enter judgment in the amount of said record of assessment and court costs against the cited person(s), in favor of the City. The hearing officer's assessment, when so entered as a judgment, shall have the effect of a civil money judgment, and a levy of execution on such judgment may issue without further notice to such cited person(s).

- B. In the event that the fines, penalties, costs, and fees imposed by the hearing officer are made, and the fines, penalties, costs, and fees associated with the same are not paid on the date of the entry of assessment, then the fines, penalties, costs, and fees shall constitute a lien of the City on the real property, which lien may be continued, recorded and released in the manner provided by Connecticut law for the continuing, recording, and releasing of property tax liens. Each such lien may be enforced in the same manner as property tax liens including foreclosure of the real property. Said lien shall remain an encumbrance upon the subject property until such time as the condition has been abated and all fines, penalties, costs, and fees assessed have been paid.

§ ____-7. Appeal.

A cited person(s) against whom an assessment has been entered pursuant to this Chapter is entitled to judicial review by way of appeal in accordance with the provisions of Connecticut General Statutes §7-152c, as amended from time to time. An appeal shall be instituted within 30 days of the mailing of notice of such assessment by filing a petition to reopen assessment together with the applicable court fees at the appropriate Superior Court, which shall entitle the cited person(s) to a hearing in accordance with the rules of the judges of the Superior Court.

§ ____-8. Other remedies.

No action taken pursuant to this Chapter shall preclude the City from pursuing other enforcement remedies, either in addition to those specified in this Chapter or separately, in order to achieve lawful compliance with the City's ordinances.

Chapter __. Issuance of Citations; Hearing Procedure

§ __-1. Purpose.

The purpose of this Chapter is to establish a procedure for the issuance of citations to be followed in all instances when citations are issued by employees of the City of Norwalk (the "City"). This Chapter also establishes a hearing procedure for the appeal and enforcement of all fines, penalties, costs, and fees for citations issued for violations of City ordinances.

§ __-2. Appointment of hearing officers.

The Mayor shall appoint one or more persons who are electors of the City to serve as citation hearing officers to conduct hearings regarding the violation of City ordinances. No City employee authorized to issue citations for the violation of any City ordinance shall be permitted to serve as a citation hearing officer.

§ __-3. Notice of violation.

Within 12 months from the expiration of the final period for the uncontested payment of fines, penalties, costs, or fees for any citation issued under a City ordinance for a violation thereof, the City shall send notice to the cited person(s). Such notice shall inform the cited person(s):

- A. Of the allegations against the cited person(s) and the amount of the fines, penalties, costs, or fees due;
- B. That the cited person(s) may contest liability before a hearing officer appointed by the Mayor by delivering in person or by mail written notice of demand for a hearing to the address specified in the notice within 10 days of the date thereof;
- C. That if a hearing is not so demanded, an assessment and judgment shall be entered against the cited person(s); and
- D. That such judgment may issue without further notice.

For purposes of this section, notice shall be presumed to have been properly sent if such notice was mailed to such person's last known address on file with the City Tax Collector's office.

§ __-4. Admission of liability.

If a cited person(s) sent notice pursuant to Section 3 wishes to admit liability for an alleged violation, the cited person(s) may, without requesting a hearing, pay the full amount of the fines, penalties, costs, or fees in person or by mail to the address specified in the notice. Such payment shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of the cited person(s) making the payment. Any cited person(s) who does not deliver or mail written notice of demand for a hearing within 10 days of the date of the notice provided in Section 3 above, shall be deemed to have admitted liability and the Chief of the City department specified in the notice, or their designee, shall certify such person or persons' failure to respond to the hearing officer. The hearing officer shall thereupon enter and assess the fines, penalties, costs, or fees provided for by the applicable ordinance and shall follow the procedures set forth in this Chapter.

§ ____-5. Hearing procedure.

- A. Any cited person(s) who requests a hearing shall be given written notice of the date, time, and place of the hearing. Such hearing shall be held not less than 15 days nor more than 30 days from the date of the mailing of such notice, provided the hearing officer shall grant, upon good cause shown, any reasonable request by any interested party for postponement or continuance. An original or certified copy of the initial notice of violation issued by the issuing employee shall be filed and retained by the City, be deemed to be a business record within the scope of Connecticut General Statutes § 52-180, as amended from time to time, and be evidence of the facts set forth therein. At the request of the cited person(s), the presence of the issuing employee shall be required at the hearing. A designated City employee, other than the hearing officer, may present evidence on behalf of the City. A person wishing to contest their liability shall appear at the hearing and present evidence on their own behalf.
- B. If the cited person(s) fails to appear ~~and such appearance has not been determined by the hearing officer to be unnecessary~~, the hearing officer may, in their discretion, enter an assessment by default against the cited person(s) upon a finding of proper notice and liability under the applicable ordinance. The hearing officer may accept from the cited person(s) copies of written statements, police reports, investigatory and citation reports, and other official documents by mail or hand delivery, and may determine thereby that the appearance of such person(s) is unnecessary. The hearing officer shall conduct the hearing in the order and form and with such methods of proof as the hearing officer deems fair and appropriate. The rules regarding the admissibility of evidence shall not be strictly applied, but all testimony shall be given under oath or affirmation. The hearing officer shall announce a decision at the end of the hearing. If the hearing officer determines that the cited person(s) is not liable, the matter shall be dismissed and the decision of the hearing officer entered in writing accordingly. If the hearing officer determines that the cited person(s) is liable for the violation, said hearing officer shall forthwith enter and assess the fines, penalties, costs, or fees against the cited person(s) as provided by the applicable ordinance.
- C. All final decisions of the hearing officer shall be made at the end of the hearing. If the hearing officer finds that the cited person(s) is not liable, the hearing officer shall dismiss the matter and enter their determination in writing accordingly. If the hearing officer determines that the cited person(s) is liable for the violation, the hearing officer shall enter their determination in writing and assess the fines, penalties, costs or fees against the cited person(s) as provided by the applicable Chapter of the City Code. in writing and filed with the Town Clerk of the City within 14 days from the date of the final decision.

§ ____-6. Notice of assessment and judgment.

- A. If an assessment is not paid on the date of its entry, the hearing officer shall send by first class mail a notice of assessment to the cited person(s) found liable and shall file, not less than 30 days nor more than 12 months after such mailing, a certified copy of the notice of assessment with the Clerk of the Superior Court, together with the applicable court costs. The certified copy of the notice of assessment shall constitute a record of assessment. Within such 12 month period, assessments against the same cited person(s) may be accrued and filed as one record of assessment. The Town Clerk shall enter judgment in the amount of said record of assessment and court costs against the cited person(s), in favor of the City. The hearing officer's assessment, when so entered as a judgment, shall have the effect of a

civil money judgment, and a levy of execution on such judgment may issue without further notice to such cited person(s).

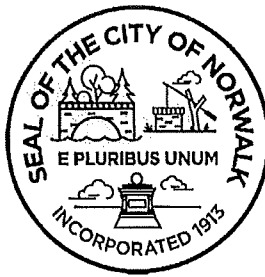
- B. In the event that the fines, penalties, costs, and fees imposed by the hearing officer are made, ~~pursuant to the provisions of an ordinance regulating blight, adopted pursuant to Connecticut General Statutes § 7-148(c)(7)(H)(xv), as amended,~~ and the fines, penalties, costs, and fees associated with the same ~~under the blight ordinance~~ are not paid on the date of the entry of assessment, then the fines, penalties, costs, and fees shall constitute a lien of the City on the real property ~~where said blight exists~~, which lien may be continued, recorded and released in the manner provided by Connecticut law for the continuing, recording, and releasing of property tax liens. Each such lien may be enforced in the same manner as property tax liens including foreclosure of the real property. Said lien shall remain an encumbrance upon the subject property until such time as the ~~blight~~ condition has been abated and all fines, penalties, costs, and fees assessed have been paid.

§ ____-7. Appeal.

A cited person(s) against whom an assessment has been entered pursuant to this Chapter is entitled to judicial review by way of appeal in accordance with the provisions of Connecticut General Statutes §7-152c, as amended from time to time. An appeal shall be instituted within 30 days of the mailing of notice of such assessment by filing a petition to reopen assessment together with the applicable court fees at the appropriate Superior Court, which shall entitle the cited person(s) to a hearing in accordance with the rules of the judges of the Superior Court.

§ ____-8. Other remedies.

No action taken pursuant to this Chapter shall preclude the City from pursuing other enforcement remedies, either in addition to those specified in this Chapter or separately, in order to achieve lawful compliance with the City's ordinances.



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 2/26/2025

DEPARTMENT: Rec and Parks

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

Check One:

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

TOTAL COST: \$125,000.00 MUNIS Account: 38 0000 5790 G0058

VENDOR: PlanIT Geo

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Conners Digitally signed by Sharon Conners Date: 2025.02.27 10:19:51 -05'00'	☒	Supports	 Department Head Name Robert Stowers Date: 02/26/2025
	☐	Does Not Support	
		☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?

JUSTIFICATION:

Recreation and Parks has a current contract with PlanIT Geo for geo-spatial mapping and analysis, development of a Tree Master Plan, and tree inventory services. The consultant completed an inventory of 4,500 public trees in 2023 as a data sample to support the Tree Master Plan. The City utilizes PlanIT Geo's data collection platform, Tree Plotter, to maintain the inventory and assist in tree management (work orders, inspections, documenting plantings). We are requesting to continue their services to perform additional field work in surveying and collecting data points for up to 25,000 trees to be inventoried on the shared platform, and deliver a summary of the findings to be added as an addendum to the Tree Master Plan. This work would significantly impact the City's ability to properly manage our public tree population.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

PROJECT DESCRIPTION

Tree Inventory Services

PlanIT Geo (PG) will create a customized TreePlotter application with defined fields and values listed below to inventory/assess approximately 25,000 trees and planting sites for the City of Norwalk, Connecticut. PlanIT Geo will work with City of Norwalk, Connecticut staff to determine the target areas for this inventory and the criteria for and count of trees added to the inventory. PG will facilitate communication on a weekly basis at a minimum to assure both parties are informed on work completed, upcoming schedules, and any questions that arise from the field.

PlanIT Geo's recommended fields for data collection:

- Unique ID number
- Status
- Common and scientific names
- Number of stems
- Diameter at standard height (DSH) taken at 4.5 feet above grade
- Condition
- General observations and defects
- Site Width
- Growing space
- Land use
- Address
- Latitude and Longitude
- Recommended maintenance prioritization/tree work
- Overhead utilities
- Clearance conflicts
- User
- Date recorded
- Last modified user
- Last modified date

****Additional fields may be added after initial consultations and may affect the unit pricing**

DATA DELIVERY

PlanIT Geo will deliver all tree inventory data in ESRI Shapefile and CSV formats. Files will contain full metadata references and can be projected to desired coordinates. All data is free to export at any time from TreePlotter.

TREE INVENTORY TERMS AND CONDITIONS

PlanIT Geo will work with City of Norwalk, Connecticut to confirm the locations and boundaries for data collection, identify schedules and consultations, provide an overview of the tree data collection process, determine communication methods and exchange contact information, and be briefed on safety procedures and protocols.

PlanIT Geo will adhere to all safety and ISA standards during the project. At any time during the project, City of Norwalk, Connecticut staff can access and export the tree inventory data. Project completion will be determined after the data has been reviewed and delivered in ESRI Shapefile, CSV, and map formats.

Quotation

Exp. Date:

10 / 01 / 2025

Prepared for: City of Norwalk, Connecticut
 Sarah Cruz

INVENTORY SERVICES	QTY	PRICE	SUBTOTAL
Base Tree Inventory Inventory and Assessment of remaining Norwalk's trees. Price includes travel, per-diem, and all overhead costs. Any trees in naturalized areas will only be collected at 8" diameter or above	22500	\$5.00	\$112,500.00
Planting Site inventory Collecting of planting sites throughout the City, based on an agreed set of criteria for planting site width and feasibility.	2500	\$5.00	\$12,500.00
			\$125,000.00

Payment

Note: These payment terms will be amended based on PlanIT Geo's review and approval of Norwalk's contract.

Tree Inventory: Invoices will be sent monthly for the exact number of trees collected during that time period.

Net 30-day terms.

Checks payable to:

PlanIT Geo INC

P.O. Box 1334

Wheat Ridge, Colorado 80034

City of Norwalk, Connecticut

Disclaimer: Inventory data provided by PlanIT Geo, Inc., referred to herein as "PlanIT Geo", is based on visual recording of observations and measurements at the time of the inspections. All information and data fields populated as a part of this tree inventory are for the purpose of assisting municipalities or private entities in maintenance needs, removal, and replacement of their managed trees. Recommendations provided by PlanIT Geo may be accepted or disregarded by the town and/or client or the town and/or client may seek additional advice. Visual records do not include testing or analysis of any tree component. In no event shall PlanIT Geo be held liable for any special, direct, indirect, consequential, or incidental damages caused by tree failures whatsoever and PlanIT Geo is not responsible for any hidden or otherwise non-observable hazards discovered or identified. All risk assessments performed by PlanIT Geo's Certified Arborists assume a 1-year timeframe for the assessed tree part for failure. All immediate concerns are passed on to the client indirectly through the live webmap (TreePlotter: Inventory), or directly through communication from PlanIT Geo's Certified Arborists or project managers. It is recommended that each tree be reinspected within the 1-year time frame to update the likelihood of failure matrices. Storms or other Acts of God change the structural stability of trees and all trees surveyed prior to the event will need to be re-evaluated. Also, the dynamics of inventoried trees may result in data that varies from the current condition or characteristics observed in the field due to deterioration and/or growth of living specimens in a natural environment. All previous data populated by PlanIT Geo staff can be considered out of date upon revisiting and re-evaluating the initially inventoried trees. PlanIT Geo provides no warranty regarding the function, health, or use of the urban and community forest for any purpose. Additional GIS layers may be included in the TreePlotter application for use by the field crew collecting the tree inventory data. These layers are not included in the standard software terms and will be removed from the app after data collection is complete, unless otherwise agreed upon.



4 Merritt Street • Norwalk, CT 06854 • 203-866-1057

Emergency Shelter Outcomes May 2024 to April 2025

For over four decades, Open Doors has served as a critical resource for individuals and families experiencing homelessness in Norwalk, Connecticut. As the only year-round emergency shelter in the city, Open Doors plays a central role in the regional response to homelessness, operating as part of the Open Doors Fairfield County (ODFC) homeless services system. We prioritize Norwalk residents while maintaining capacity to support those across Fairfield County.

Our shelter operates under a low-barrier, Housing First model—ensuring that the most vulnerable members of our community can access emergency housing and supportive services without preconditions.

Shelter Capacity and Services

Year-Round Shelter Capacity:

- 21 beds for single adult males
 - 8 beds for single adult females
 - 8 family units (26 beds)
- Total:** 37 households / 55 beds

Winter Cold Weather Strategy (December – March):

Based on community need and available funding, Open Doors activates a cold weather shelter plan annually. For the winter of 2024–2025, the following accommodations were provided:

- 4 beds for males
 - 4 beds for females
 - 5 family units (10 beds)
- Total:** 13 households / 18 beds

opendoorsct.org

EIN # 22-2536909 & CT State Charities Reg # 000336
Legal name: The Open Door Shelter Inc



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Demographic and Outcome Data (May 1, 2024 – April 30, 2025)

During the reporting period, Open Doors provided shelter to:

- **163 individuals** sheltered (*14% decrease from previous year*)
 - 93 individual households (*9% increase*)
 - 21 family households (*25% decrease*)
 - 123 adults (*1% decrease*)
 - 40 minors (*34% decrease*)
 - 12 young adults (ages 18–24) (*9% increase*)
 - 21 adults aged 62 and older (*75% increase*)

Top 3 Primary Causes of Homelessness (self-reported):

- 27% – Expenses exceeded income (*13% increase*)
- 24% – Eviction or foreclosure (*60% increase*)
- 20% – Unable to remain with family or friends (*17% decrease*)

Geographic Origin:

- 45% (55 heads of household) reported Norwalk as their last permanent address (*50% increase*)

Housing Outcomes

Open Doors maintains one of the highest shelter-to-housing transition rates in Connecticut and one of the lowest rates of discharge to unsheltered locations.

- 67 individuals placed into permanent housing
 - 80% of all shelter exits (*8% increase*)
- 3 individuals exited to places not meant for human habitation
 - 4% of all shelter exits

opendoorsct.org

EIN # 22-2536909 & CT State Charities Reg # 000336
Legal name: The Open Door Shelter Inc

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
WITH
THE OPEN DOOR SHELTER, INC.
FOR
HOMELESS SHELTER SERVICES**

This Agreement is entered into this 29th day of May, 2024 (the "Effective Date"), by the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "City"), acting by and through Harry W. Rilling, its Mayor, duly authorized, and **THE OPEN DOOR SHELTER, INC.**, a non-profit company organized and existing under the laws of the State of Connecticut, whose principal office is located at 4 Merritt Street, Norwalk, CT 06854, acting herein by Michele Conderino, its Executive Director, duly authorized (hereinafter, the "Non-Profit").

WITNESSETH:

WHEREAS, the mission of the Norwalk Community Services Department is to support individuals experiencing homelessness within the City; and

WHEREAS, the City is committed to ensuring that relevant and critical information is disseminated to community homelessness in a variety of ways including having access to a safe and secure shelter facility;

WHEREAS, to effectively achieve the goal stated above, the City desires to provide additional beds for the shelter; and

WHEREAS, the Non-Profit has requested funding from the City as set forth in Exhibit 1 attached hereto (the "Proposal");

WHEREAS, the Non-Profit has agreed to provide such bedding throughout the term of this Agreement for the compensation and in accordance with the requirements and conditions set forth herein;

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

1. ENGAGEMENT OF NON-PROFIT:

A. The Parties hereby agree that the Non-Profit shall be available to the City throughout the term of this Agreement, in accordance with the terms and conditions and

for the consideration set forth herein.

B. The person in charge of administering this Agreement on behalf of the City shall be Lamond Daniels, Chief of Community Services, or such other person as he may designate in writing to act on his behalf (the "Director").

C. The person authorized to represent and act on behalf of the Non-Profit with regard to this Agreement is Michele Conderino, its Executive Director.

D. The parties understand and agree that the Non-Profit is engaged only for the purposes and to the limited extent set forth in this Agreement. The Non-Profit's relationship to the City and any of its agencies shall, during the term of this Agreement, be that of an independent contractor. Neither the Non-Profit, nor any of its agents, employees or personnel shall be considered, under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to City employees, including, but not limited to, vacation, sick time, holidays, health insurance, Workers' Compensation coverage, and pension. The Non-Profit hereby expressly waives any claim to such benefits.

2. SERVICES TO BE PERFORMED:

A. The Non-Profit shall reserve eight (8) beds which will be available exclusively to Norwalk residents experiencing homelessness during the Term of this Agreement (the "Services") consistent with the Non-Profit's Proposal attached hereto as Exhibit 1. The Non-Profit shall perform the Services in a professional and skillful manner in compliance with all applicable codes, regulations, requirements and standards of practice and care, and the specifications defined by the Director.

3. TIME PROVISIONS:

A. This Agreement shall commence on the Effective Date and continued for a period of one (1) year (the "Term"), unless earlier terminated in accordance with the terms herein.

4. COMPENSATION:

A. The City shall compensate the Non-Profit for the satisfactory completion of the Services and of all of the Non-Profit's duties, obligations and responsibilities under this Agreement, subject to additions and deductions as herein provided, the total sum of **NINETY-TWO THOUSAND DOLLARS AND 00/100 CENTS (\$92,000.00)** in the manner set forth herein.

B. Compensation provided under this Agreement constitutes full and complete payment for all costs assumed by the Non-Profit in performing this Agreement. No direct

costs shall be reimbursed by the City without specific, prior written approval signed by the Director.

C. Payments to the Non-Profit under this Agreement shall be made by the City on a quarterly basis upon City approval of payment requisitions certified by the Non-Profit to be true and accurate. Each requisition shall be in a form acceptable to the City and shall set forth the hours of work performed, a description of the services provided and any other information that may be required by the City.

D. The acceptance by the Non-Profit, its heirs or assigns, of any payment made on the basis of a requisition submitted under this Agreement, or of any final payment due on termination of this Agreement shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Non-Profit, its heirs or assigns have or may have against the City under the provisions of this Agreement.

F. The Non-Profit shall keep commercially reasonable records of the Services provided hereunder evidencing performance in compliance with the terms of this Agreement. Such records shall be made available to the City up request.

5. INSURANCE AND INDEMNITY REQUIREMENTS:

A. The Non-Profit shall, at its sole cost, obtain and maintain throughout the effective period of this Agreement the insurance coverage specified by the Insurance Rider attached hereto as **Exhibit 2** and shall keep all such insurance in continuous effect for two (2) years following the date the Director indicates the termination of the Non-Profit's responsibilities hereunder. All insurance shall be taken out and maintained at no cost or expense to the City and the Non-Profit shall be responsible for the full amount of any deductible. Each insurance policy shall be endorsed to name the City as an additional insured party on a primary and noncontributory basis.

Before commencing performance of any Services hereunder the Non-Profit shall furnish to the City a Certificate of Insurance and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Such certificate and renewal certificates shall provide for a notice of cancellation, lapse or restrictive amendment by certified or registered mail at least thirty (30) days prior to the effective date thereof. With the exception of the professional liability coverage, all required insurance shall not be issued on a per occurrence basis only.

The Non-Profit shall require each of its subcontractors, if any, to procure and maintain until the completion of that subcontractor's services, insurance of the types and in the amounts specified in Exhibit 2. The Non-Profit shall ensure that all its sub-contractors comply with the insurance requirements contained herein relating to such sub-contractors.

B. The Non-Profit shall indemnify, defend and save harmless the City, its officers, agents, servants and employees, from and against any and all third-party claims, suits, proceedings, liabilities, judgments, losses, costs and damages, including reasonable attorneys' fees arising from (i) the negligent acts or omissions or intentional misconduct of the Non-Profit, its agents, servants, representatives, subcontractors, or employees in connection with the performance of this Agreement, or (ii) the Non-Profit's breach of this Agreement. The Non-Profit hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage provided.

6. GENERAL PROVISIONS:

A. The City may at any time, and for any reason, direct the suspension of the Services contemplated under this Agreement for a period of time by written notice specifying the suspension date, which shall not be less than five (5) days from the date on which such notice is given. The Services shall be resumed on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing. Any suspension of Services under this paragraph shall not give rise to any claim against the City.

B. The City may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, Services shall be paid for in such amount as shall compensate the Non-Profit for any Services satisfactorily performed prior to termination. Such amount shall be fixed by the City after consultation with the Non-Profit, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

C. It is the intent of this Agreement to secure the professional Services of the Non-Profit, including the Non-Profit's personnel and equipment. Failure of the Non-Profit for any reason to make such personnel and equipment reasonably available to the City to the extent required by the City in order to perform the Services required in a professional manner shall be cause for termination of this Agreement.

D. The Non-Profit shall not assign this Agreement or subcontract any portion hereof without prior consent of the City in writing.

E. When the City shall have reasonable grounds for believing that: (1) Non-Profit will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance; (2) a meritorious claim exists or will exist against the Non-Profit or the City arising out of the negligent acts or omissions or intentional misconduct of the Non-Profit, its agents, servants or employees; or (3) the Non-

Profit's breach of this Agreement, then the City may withhold payment of any amount otherwise due and payable to the Non-Profit hereunder after written notice to the Non-Profit with sufficient details of the alleged circumstance and accounting of the amount of payment withheld. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Non-Profit, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

F. The Non-Profit shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may only be made against the City.

G. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Non-Profit covenants that no person having such interest shall be employed in the performance of this Agreement

H. The products of the Services performed under this Agreement, including all materials prepared or document or information compiled hereunder, whether in draft or final format, and regardless of the method of storage or state of same, shall become and remain the property of the City and shall be forwarded to the City in digital (and if requested by City, hard copy) format. This shall include all partially completed Services, documents, memoranda, work product or other materials and reports in the event that the Agreement is terminated or Non-Profit is unable or unwilling to complete them for any reason. City shall be the sole and exclusive owner of all right, title and interest in any such work product, including all intellectual property rights therein.

I. The Non-Profit shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the City of Norwalk, and shall conform its performance of the Services to generally prevailing standards of professional care, employed by professionals practicing in the same or similar circumstances and geographical area.

J. During the performance of this Agreement, the Non-Profit agrees not to discriminate nor to permit any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved.

K. This Agreement (specifically including all schedules, addenda, riders and exhibits) incorporates all the understandings of the Parties hereto and supersedes any and all agreements reached by the Parties prior to the execution of this Agreement, whether oral or written. If any schedule, addenda, rider or exhibit conflicts with any other provision of the Agreement, such conflict shall be resolved by adopting the provision that imposes the greater obligation upon Contractor.

L. The City and the Non-Profit each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Non-Profit shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

M. If any provision of this Agreement is held invalid, the remaining provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

N. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

O. The Non-Profit represents to the City as follows:

(i) that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

(ii) that this Agreement is duly executed and delivered by an authorized corporate representative, in accordance with such representative's powers to bind the Non-Profit hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

(iii) that it is a legally existing entity incorporated under the laws of the State of Connecticut and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

(iv) that it has the financial resources to perform this Agreement and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Agreement;

P. All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: Lamond Daniels, Chief of Community Services
Human Services
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125

With a Copy to: Office of Corporation Counsel
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125

With a copy to: Finance Department
(For insurance purposes) 125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125
Attn: Risk Manager

To the Non-Profit: The Open Door Shelter, Inc.
4 Merritt Street
Norwalk, CT 06854
Attn: Michele Conderino, Executive Director

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery, or three (3) days following the date when the same are sent by registered mail with proper postage.

Q. Compliance with Laws

The Non-Profit shall comply with all applicable federal, state or local statutes, regulations, ordinances, rules and other laws in the performance of this Agreement. Without limiting the generality of the foregoing, this Agreement is subject to and Non-Profit shall at all times comply with Chapter 62 of the City of Norwalk Charter, the Living Wage Ordinance. The City shall have all rights and remedies provided therein including without limitation Section 62.8 thereof.

R. Electronic Signature

This Agreement may be executed and delivered via facsimile or electronic mail by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

S. Effective Date:

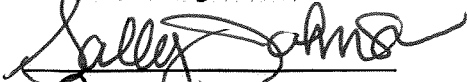
The Effective Date shall be the date this Agreement is last signed by a Party hereto.

[SIGNATURES ON FOLLOWING PAGE]

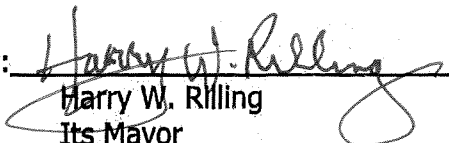
Dated at Norwalk, Connecticut, the day and year first above written, and executed in two (2) counterparts.

Signed, Sealed and Delivered
In the Presence of:

Witnesses' Signatures



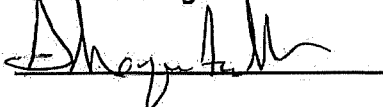

CITY OF NORWALK

By: 
Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: 5/29/24

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures



THE OPEN DOOR SHELTER, INC.

By: 
Michele Conderino
Its Executive Director
Duly Authorized

Date signed: 5/24/24

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

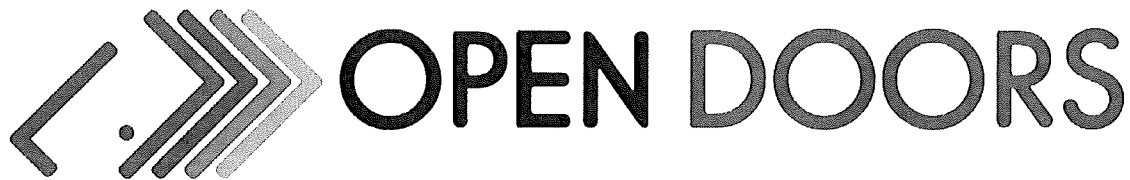
By: 

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: 
Comptroller/Deputy Comptroller

Date: 5-29-24

EXHIBIT 1



4 Merritt Street • Norwalk, CT 06854 • 203-866-1057

The Open Door Shelter, Inc. (DBA Open Doors) has been operating in the city of Norwalk for the last four decades. Since inception, Open Doors has operated the only year round emergency shelter in the city, and currently provides the following beds:

- 21 Male beds
- 8 Female beds
- 8 Family units, 26 beds

Totaling 37 households and 55 beds

Open Doors raises a cold weather strategy each year from November to April that has a varying bed structure depending on community demand and funding available. This past winter, Open Doors provided:

- 4 Male beds
- 4 Female beds
- 5 Family units, 10 beds

Totaling 13 households, 18 beds

Open Doors shelter is a part of the Open Doors Fairfield County (ODFC) homeless service system and provides shelter capacity for households experiencing homelessness in the Norwalk area first, and then to those experiencing homelessness in Fairfield County. Open Doors operates a low barrier, housing first shelter, to ensure those most at risk, are able to access shelter first.

Open Doors has one of the highest rates of discharge from shelter to permanent housing and one of the lowest discharge rates from shelter to unsheltered in the state of Connecticut. From July 1, 2023, through March 31, 2024, Open Doors has provided accommodations for 157 individuals, encompassing 25 family households and 69 individual households. Of those served, Open Doors placed 84 individuals into permanent housing.

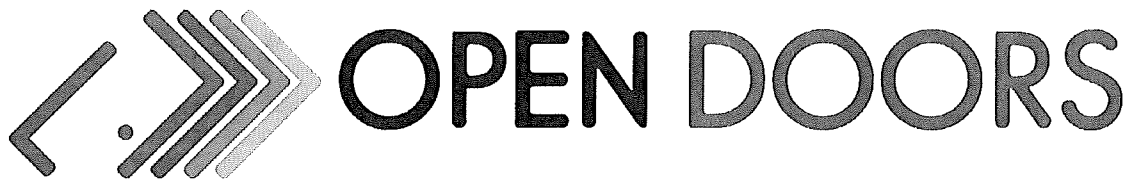
In September of 2023, the state Department of Housing re-bid all homeless service dollars, including the funding allocated to shelter. As part of the re-bid process, the state Department of Housing formulated a statewide cost-per-bed allocation taking into account operational and case management services. This new cost-per-bed was set at \$11,500.

Effective January 1, 2024, Open Doors has been funded by the state Department of Housing for 37 beds and was allocated an additional \$37,500 dollars to return Open Doors to the existing funding level. This has placed Open Doors in a financially challenging place as the cost of operating has increased well beyond the dollar amount received for sheltering services and places the additional 17 beds in jeopardy. Open Doors operates many other critical services, soup kitchen, food pantry, affordable housing, clothing, and enrichment services, Financial

opendoorsct.org

EIN # 22-2536909 & CT State Charities Reg # 000336

Legal name: The Open Door Shelter Inc



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Opportunity Center, street outreach, and other case management services and unrestricted dollars must be allocated across the diverse set of services.

Currently Open Doors shelter is at full capacity and the street outreach team is serving 18 households experiencing unsheltered homelessness in Norwalk. Both the shelter and street outreach program are a key element to Open Doors overall strategy to preserve housing stability and drive towards upward economic mobility for low-income Norwalk households.

Homelessness is a complex, systemic issue and one organization cannot hold the full responsibility of responding. Open Doors is deeply committed to serving those in the experience of homelessness and has greatly relied on strategic partnerships to maximize our impact on the lives of Norwalk residents. Open Doors is asking the City of Norwalk to partner by preserving shelter bed availability for Norwalk residents, by providing funding to support an additional 8 beds to assist Open Doors in balancing state funds, non-governmental grants, and general contributions to the organization to operate and serve the homeless shelter. The total funding amount requested is \$92,000.

opendoorsct.org

EIN # 22-2536909 & CT State Charities Reg # 000336
Legal name: The Open Door Shelter Inc

EXHIBIT 2

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

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

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of One Million Dollars (\$1,000,000) per claim limit and Two Million Dollars (\$2,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) as required herein.

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

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

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

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

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Services shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) prior to the Contractor's commencement of Basic Services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager), P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

From: [Daniels, Lamond](#)
To: [Principe, Jazmin](#); [Ayers, Nicol](#); [Burnett, Greg](#); [Smyth, Barbara](#); [Sutton, Douglas](#); [Wennerstrand, Anne](#); [Wiggins, Dajuan](#); [Dunn, Heather](#)
Cc: [Coppola, Mario](#)
Subject: RE: Meeting Packet-Community Services Committee Mtg. 5.21.25 at 7:00pm
Date: Wednesday, May 21, 2025 8:23:42 AM
Attachments: [Request to Add Time-Sensitive Item to Tonights Agenda \(Parking Lease Renewal\).msg](#)
[image002.png](#)
Importance: High

May 21, 2025

Subject: Supporting Materials – Request to Renew Library Parking Lease

Dear Community Services Committee Members,

I am forwarding the request submitted to Chair Ayers regarding the renewal of the library parking lease with the Eagles. This item is being proposed for inclusion on tonight's agenda, pending a vote to suspend the rules.

We are seeking approval to renew the parking lease with the Eagles for an additional year at the same rate of \$12,600. This would be the third consecutive year of this agreement, which secures 30 additional parking spaces adjacent to the library lot. These spaces have proven to be a vital resource especially during library programs, community events, and times of high patron usage. They have greatly enhanced access and convenience for both patrons and staff.

Renewing the lease at the same cost allows us to continue this benefit without additional financial impact.

Please find the proposed action item language and contract attached for your review.

Thank you for your time and consideration.

Respectfully Submitted By.

Lamond.

Lamond Daniels, LCSW, MPA

Chief of Community Services

City of Norwalk - Community Services Dept.

ldaniels@NorwalkCT.gov

Office: (203) 854-7718



City of Norwalk Community Resource Hub helps Norwalk residents in need identify, understand, and navigate available support services and resources

[Community Resource Hub Referral – English](#)

[Community Resource Hub Referral – Creole – Sant Kominotè Resous](#)

[Community Resource Hub Referral – Spanish – Centro de Recursos Comunitarios](#)

From: Principe, Jazmin <JPrincipe@norwalkct.gov>

Sent: Monday, May 19, 2025 5:17 PM

To: Ayers, Nicol <NAyers@norwalkct.gov>; Burnett, Greg <gburnett@norwalkct.gov>; Smyth, Barbara

<councilmemberSmyth@norwalkct.gov>; Sutton, Douglas <councilmemberSutton@norwalkct.gov>; Wennerstrand, Anne <CouncilMemberAWennerstrand@norwalkct.gov>; Wiggins, Dajuan <councilmemberWiggins@norwalkct.gov>; Dunn, Heather <councilmemberDunn@norwalkct.gov>; Common Council <CommonCouncil@norwalkct.gov>

Cc: Rilling, Harry <hrilling@norwalkct.gov>; Dixon, Irene <idixon@norwalkct.gov>; Coppola, Mario <mcoppola@norwalkct.gov>; Daniels, Lamond <LDaniels@norwalkct.gov>; Roundtree, Zulma <ZRoundtree@norwalkct.gov>; D'Amore Deanna <ddamore@norwalkct.gov>; Estrella, AnaVivian <AEstrella@norwalkct.gov>; MB, 13 <telsec1@aol.com>; Murillo, Esther <EMurillo@norwalkct.gov>

Subject: Meeting Packet-Community Services Committee Mtg. 5.21.25 at 7:00pm

Good afternoon:

Please find attached the meeting packet for the next Community Services Committee meeting.

Meeting is scheduled for Wednesday 5/21/25 at 7:00 PM Via Teleconference.

You may also click here for meeting packet:

<https://norwalkct.portal.civicclerk.com/event/469/files/agenda/1348>

Thank you,

Jazmin Principe

Executive Assistant

City of Norwalk - Community Services Dept.

125 East Avenue, Room 202

Norwalk, CT 06851

JPrincipe@NorwalkCT.gov

Office: (203) 854-7989



City of Norwalk Community Resource Hub helps Norwalk residents in need identify, understand, and navigate available support services and resources

[Community Resource Hub Referral – English](#)

[Community Resource Hub Referral – Creole – Sant Kominotè Resous](#)

[Community Resource Hub Referral – Spanish – Centro de Recursos Comunitarios](#)

LIBRARY PARKING 3

30 Spaces

LIBRARY PARKING 2

11 Spaces

LIBRARY PARKING 1

1—36 Regular

1— Handicap

1— Van Accessible

PARKING LEASE

THIS LEASE, made the 11 day of May, 2023 (the "Effective Date"), by and between, **NORWALK AERIE, NO. 588 FRATERNAL ORDER OF EAGLES, INC.**, a civil and social organization and existing under the laws of the State of Connecticut, having a principal place of business located at 6 Mott Avenue, Norwalk, Connecticut, acting herein through Thomas J. Miller, its President, duly authorized (the "Landlord"), and **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, having a principal place of business located at 125 East Avenue, Norwalk, Connecticut, acting herein through Harry W. Rilling, its Mayor, duly authorized (the "Tenant"). The Landlord and Tenant hereinafter referred to collectively as the "Parties" and individually as the "Party."

WHEREAS, the Landlord is the owner of certain real property and parking lot known as 6 Mott Avenue, Norwalk, Norwalk, CT (the "Premises") designated as M/B/L 01/35/04 on the Norwalk Tax Assessor's Records; and

WHEREAS, the Landlord and Tenant desire to enter a lease for a portion of the parking area on the Premises, as more particularly shown and described in Schedule A, attached hereto and made a part hereof upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in return for good and valuable consideration to each party in hand paid by the other, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Demised Premises. In consideration of the rents and covenants herein reserved and contained on part of the Tenant to be paid, performed, and observed, the Landlord does hereby demise and lease unto the Tenant during the Permitted Hours (defined in Section 3 herein), exclusively, the a portion of the parking area of the Premises consisting of thirty (30) parking spaces in that certain area located on the Premises identified in Schedule A hereto (the "Parking Spaces"), together with, non-exclusively, such other portions of the Premises designed or otherwise intended for vehicular and pedestrian ingress and egress to and from said Parking Spaces (the "Common Areas") for the Permitted Uses. The Parking Spaces and Common Areas hereinafter referred to collectively as the "Demised Premises."

2. Permitted Uses and Hours. The Tenant, its employees, guests and invitees, shall be permitted to use the Demised Premises for parking during the Permitted Hours relating to Tenant's operation of its public library at 1 Belden Avenue, Norwalk, Connecticut (the "Permitted Uses"). The "Permitted Hours" shall mean the hours set forth in Schedule B. The Tenant shall be responsible for the enforcement of parking hours.

3. Rent. The annual total rent hereunder shall be **TWELVE THOUSAND SIX HUNDRED DOLLARS AND 00/100 CENTS (\$12,600.00)** (the "Rent"), payable in equal monthly installments of One Thousand Fifty Dollars and 00/100 Cents (\$1,050.00) on or before the first day of each month commencing on the Commencement Date. The "Commencement Date" shall mean July 1, 2023, the date which the Tenant may commence occupying the

Demised Premises as set forth herein.

4. Term.

4.1. The Demised Premises is leased for an initial term of two years commencing on the Commencement Date and ending two (2) years therefrom (the "Initial Term"). Except as otherwise provided in Section 4.2, the Tenant shall have three (3) renewal options (the "Option") for this Lease, each for a period of one (1) year each (each, a "Renewal Term") by providing written notice no later than thirty (30) days directly preceding the end of the Initial Term or Renewal Term, as applicable, on the same terms and conditions as the Initial Term.

4.2. The Landlord may initiate renegotiation of Rent applicable to the Renewal Term (the "Adjusted Rent") by providing written notice thereof to the Tenant no more than one hundred and eighty (180) days but no less than one hundred and fifty (150) days prior to the expiration of the Initial Term. Said notice shall state the Adjusted Rent. The Tenant shall have thirty (30) days from said notice (the "Acceptance Period") to accept, subject to all required public approvals, the Adjusted Rent by providing written notice to the Landlord. In the event that the Tenant accepts the Adjusted Rent, it may exercise its Option to extend the term on the Lease on the same terms and conditions as the Initial Term except for Rent which shall be the Adjusted Rent. In the event that the Tenant does not accept the Adjusted Rent within the Acceptance Period, the Landlord shall have the option to terminate the Lease at the end of the Initial Term by providing the Tenant written notice thereof within thirty (30) days from the expiration of the Acceptance Period in which case the Tenant's Option shall be void.

5. Maintenance and Repair. The Landlord shall be responsible, at its sole cost and expense, (i) for maintenance and repair of the Demised Premises to the condition which exists at the Effective Date of this Lease, reasonable wear and tear excepted, and (ii) removal of all snow and ice from the Demised Premises.

6. Alterations. Tenant shall not make any alterations to the Demised Premises without the written consent of the Landlord, which shall not be unreasonably withheld, conditioned, delayed or denied. Notwithstanding the foregoing, the Tenant shall not need Landlord's consent to locate on the Premises commercially reasonable signage in commercially reasonable locations notifying the general public of the availability and location of the Parking Spaces.

7. Events of Default by Tenant. The following shall be an "Event of Default" of the Tenant: (i) Tenant's failure to pay Rent due under this Agreement within five (5) business days of written notice thereof that payment has not been received by Landlord by its due date; (ii) Tenant's failure to cure within thirty (30) days after written by Landlord of Tenant's non-compliance with any other obligation under this Agreement, except that, in the case of an obligation not reasonably capable of being cured within thirty (30) days (determined without regard to the cost or ability to pay for compliance), the Tenant will not be in default as long as the Tenant has commenced the cure of the non-compliance reasonably promptly after the notice and is continuously thereafter diligently proceeding to and does complete the cure within a

commercially reasonable time; (iii) Tenant abandons, vacates or deserts the Demised Premises; (iv) in the event of the insolvency or bankruptcy of either Party, or the filing of any petition under the bankruptcy statute, voluntarily or involuntarily and whether or not resulting in an adjudication in bankruptcy, provided that involuntary filings shall be a default only if not dismissed within thirty (30) days of the date of its filing; or (v) in the event of a partial or general assignment for the benefit of a creditor by either Party. Upon the occurrence of an Event of Default by the Tenant, Landlord shall have the right to terminate this Lease and recover possession of the Demised Premises.

8. Indemnification.

8.1. Tenant agrees and hereby does indemnify and hold harmless the Landlord from and against any and all third party demands, claims, damages, losses, and expenses (including reasonable counsel's fees) (collectively, the "Claims") arising out of (i) personal injuries (including death) and any damage to property, real or personal, caused by the negligent acts or omissions of the Tenant, or the negligent acts or omissions of the Tenant's employees, guests, invitees or subcontractors, except to the extent that such Claims were caused by the negligent acts or omission of the Landlord, or negligent acts or omissions of the Landlord's employees, guests, invitees, subcontractors, or other tenants, or (ii) a material misrepresentation of the representations made herein by the Landlord .

8.2. Landlord agrees and hereby does indemnify and hold harmless the Tenant from and against any and all third party demands, claims, damages, losses, and expenses (including reasonable counsel's fees) (collectively, the "Claims") arising out of personal injuries (including death) and any damage to property, real or personal, caused by the negligent acts or omissions of the Landlord, or negligent acts or omissions of the Landlord's employees, guests, invitees, subcontractors, or other tenants, except to the extent that such Claims were caused by the negligent acts omission of the Tenant, or the Tenant's employees, guests, invitees or subcontractors.

9. Insurance. Each Party agrees to obtain at its own cost and expense all insurance required by the Insurance Rider attached hereto and incorporated herein as Schedule C, and to keep the same in continuous effect for a period of two (2) years following the termination of this Lease. Before the Commencement Date, each Party shall provide the other Party a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company licensed in the State of Connecticut.

10. Assignment and Subletting. Tenant may not, without Landlord's approval, assign or in any manner transfer this Lease or any estate, interest or benefit herein, or sublet the Demised Premises or any part or parts therefore.

11. Quiet Enjoyment. The Landlord covenants with the Tenant that Landlord has good right to lease the Demised Premises in manner aforesaid, and that Landlord will suffer and permit Tenant to occupy, possess and enjoy the Demised Premises during the term aforesaid, without hindrance or molestation from Landlord or any person claiming by, from or under Landlord, provided that the Tenant is in compliance with (i) the terms of this Lease, (ii) all laws,

rules, regulations and ordinances and (iii) all rules and regulations that Landlord reasonably imposes, in a non-discriminatory manner, on the use of the Demised Premises from time to time.

12. Acceptance of Demised Premises. Tenant agrees that it has inspected the Demised Premises, and the Landlord has made no representations upon which Tenant relies which are not embodied in this Lease, and that the Demised Premises is leased in their present condition as of the Effective Date.

13. No Waste. The Tenant will commit no waste upon the Demised Premises, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that Tenant will not use the same for any purpose but that hereinbefore authorized, without written permission from the Landlord, but will deliver up the same at the expiration of the tenancy in as good condition as it is now in, ordinary wear, damages by the elements or other unavoidable casualties excepted.

14. Hold Over. Tenant agrees that in case the Tenant shall, without the written consent of the Landlord endorsed hereon, or on the duplicate hereof, at any time hold over the Demised Premises, beyond the period above specified as the termination of this Lease, then the Tenant shall hold the Demised Premises upon the same terms as a month-to-month tenant, and under the same stipulations and agreements as are in this Lease contained, and no holding over by the Tenant shall operate to renew this Lease without such written consent of the Landlord.

15. Brokerage. Each Party represents and warrants to the other Party that it has not dealt with any broker or finder in connection with the transactions herein contemplated and each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all manner of claims, including, but not limited to, reasonable attorneys' fees and expenses incurred by the other Party and arising out of any claim by any broker or finder if it is ultimately determined that either party has dealt in contravention of its representation and warranty.

16. Subordination. Tenant's interest hereunder shall be subordinate to any mortgage or collateral assignment of leases and rentals affecting the Demised Premises, granted to any mortgage holder now or anytime in the future to secure any obligations of the Landlord to any such mortgage holder. Upon request of any such mortgage holder, the Tenant agrees to promptly execute and deliver any and all documents subordinating the Tenant's rights under this Lease as aforesaid.

17. General Provisions.

17.1. Compliance with Law. The Parties hereto shall, in the performance of this Lease, comply with and conform to all the laws of the State of Connecticut, and the by-laws, rules and regulations of the City of Norwalk, relating to health, nuisance, fire, highways and sidewalks, so far as the Demised Premises are, or may be concerned.

17.2. Notices. All written notices required herein shall be sent to the respective addresses set forth below (or to such other addresses as the respective parties hereto may

designate in writing) and shall be effective one (1) day after being deposited by recognized express courier when sent overnight priority, or five (5) days after being post marked when sent by certified mail, postage prepaid:

To Landlord: Norwalk Aerie, No. 588 Fraternal Order of Eagles, Inc.
6 Mott Avenue
Norwalk, CT, 06850-3307

To Tenant: Economic and Community Development
City of Norwalk
125 East Avenue, PO Box 5125
Norwalk, Connecticut 06856-5125

With copies to: Office of Corporation Counsel
125 East Avenue, Room 237
PO Box 5125
Norwalk, Connecticut 06856-5125

17.3. Invalidity. If any provision of this Lease or the application of it to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

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

17.5. Conflicts of Interest. No member, official, or employee of the Landlord shall have any personal interest, direct or indirect, in this Lease, nor shall any member, official, or employee participate in any decision relating to this Lease which affects his or her personal interests or the interests of any other entity or person in which he or she is directly or indirectly interested. No member, official, or employee of the Tenant shall be personally liable to the Landlord, its successors and assigns, or anyone claiming by, through or under the Tenant or any successor in interest to the Demised Premises, in the event of any default or breach by the Tenant or for any amount which may become due to the Tenant, its successors and assigns, or any successor in interest to the Demised Premises, or on any obligation under the terms of this Lease.

17.6. Waiver. Failure of a Party to enforce any provision of this Lease shall not be construed as, nor shall it constitute, a waiver of that Party's right to enforce any provision of the Lease in the event of subsequent or continuing breach of the other Party.

17.7. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and such counterparts when taken together shall constitute one Lease.

17.8. Binding Effect. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

17.9. Interpretation. Unless otherwise specified, the words "include" and "including" and words of similar import shall be deemed to be followed by the words "but not limited to" and the word "or" shall be "and/or." Wheresoever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

17.10. Cumulative Remedies. The Parties right and remedies set forth herein are cumulative and in addition to any other right or remedies provided by law or in equity, and not in substitution for them.

17.11. Notice of Lease. Each Parties shall execute and deliver to the other Party a Notice of Lease conforming to Conn. Gen. Stat. § 47-19 for recordation on the land records in the Town Clerk's Office for the City of Norwalk, Connecticut.

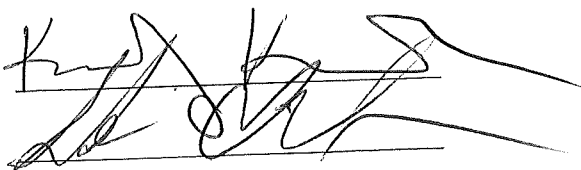
17.12. Representations. Each Party represents to the other Party the following (i) that it is a legally existing entity under the laws of the State Connecticut and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors; (ii) that it has the financial resources to perform this Lease and that it is not the subject of any litigation or action, pending or threatened, regarding this Lease or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Lease; (iii) that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Lease and to assume the responsibilities and obligations created hereunder; and (iv) that this Lease is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the applicable Party hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions. The Landlord further represents the lease agreement recited in Volume 7529, Page 103 of the Norwalk Land Records was terminated by mutual agreement of the parties to said lease over five (5) years ago.

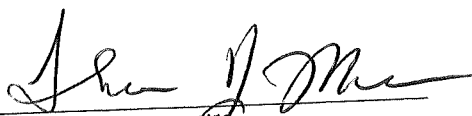
[Signature Page Follows on Next Page]

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals,
and to a duplicate of the same tenor, the day and year first above written.

Signed, Sealed and Delivered
in the presence of

NORWALK AERIE, NO. 588
FRATERNAL ORDER OF EAGLES,
INC.



By: 
Name: Thomas J. Miller
Title: President, Duly Authorized

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ss: Norwalk

On this 10th day of May, 2023, before me, the undersigned officer, personally
appeared, Thomas J. Miller, known to me to be the person whose name is subscribed to the
within and acknowledged that he, being duly authorized, executed the same for the purposes
therein contained.

IN WITNESS WHEREOF I hereunto set my hand.

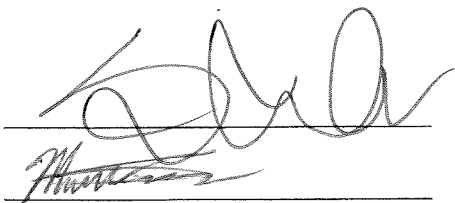


Notary Public

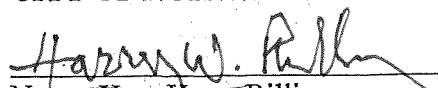
SANDRA H MILES
NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES: 7.31.26

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals,
and to a duplicate of the same tenor, the day and year first above written.

Signed, Sealed and Delivered
in the presence of



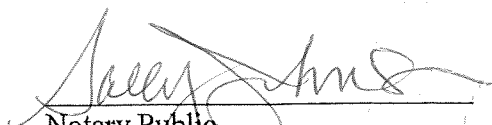
CITY OF NORWALK


Name: Hon. Harry Rilling
Title: Mayor, Duly Authorized

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

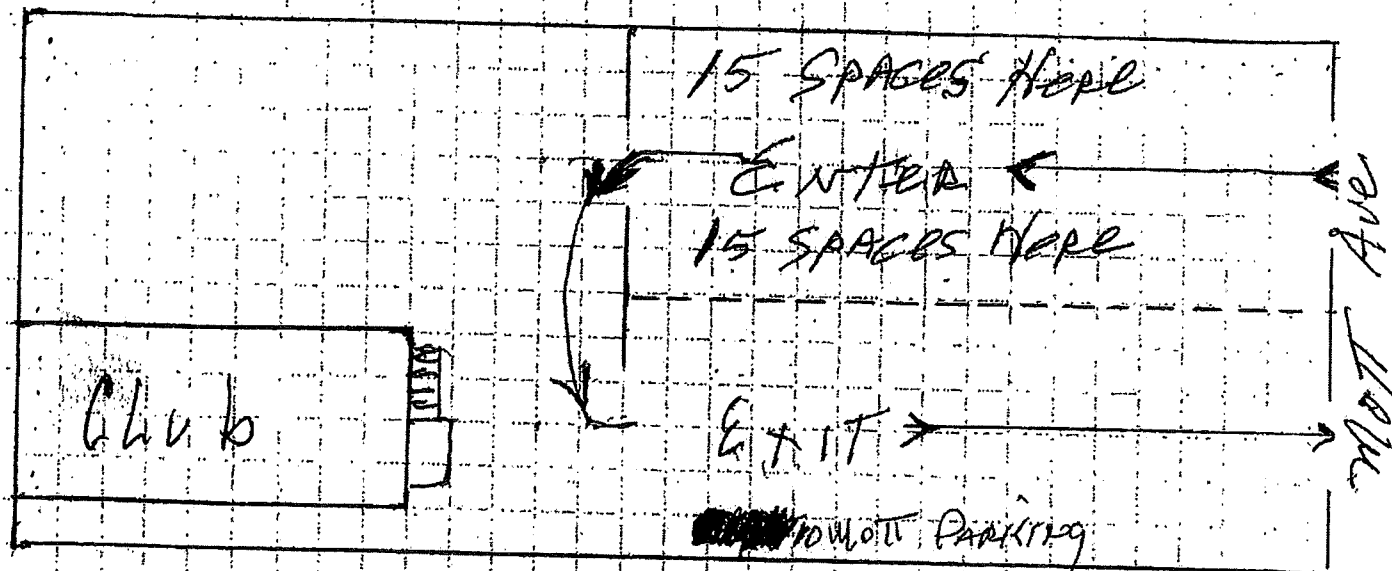
On this 11th day of May, 2023, before me, the undersigned officer, personally
appeared, Harry W. Rilling, known to me to be the person whose name is subscribed to the
within and acknowledged that he, being duly authorized, executed the same for the purposes
therein contained.

IN WITNESS WHEREOF I hereunto set my hand.


Notary Public

SALLY JOHNSON
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2027

SCHEDULE A
Demised Premises



Eagles Club Parking lot for Library use.



Exit This Gate

Enter This Gate

SCHEDULE B
Hours of Permitted Use

The regular hour of use shall be as follows:

Day	Starting	Ending:
Monday	10:00 a.m.	5:30 p.m.
Tuesday	10:00 a.m.	5:30 p.m.
Wednesday	10:00 a.m.	8:00 p.m.
Thursday	10:00 a.m.	8:00 p.m.
Friday	10:00 a.m.	5:30 p.m.
Saturday	10:00 a.m.	5:30 p.m.
Sunday	1:00 p.m.	5:00 p.m.

In addition, the Tenant shall be permitted to use the Parking Spaces outside of the regular hours as needed for special events and programming held at the library.

SCHEDULE C
Insurance Rider

Each Party shall provide and maintain insurance coverage relating to the Lease of the Demised Premises in compliance with the following minimum requirements.

Workers' Compensation: With respect to all operations the Party in connection with the performance of the Lease, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Party in connection with the performance of the Lease, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under the Lease. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Party shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

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

Deductibles and Self-Insured Retentions: All deductibles or self-insured retentions are the sole responsibility of the respective Party to pay.

Additional Insured: Each Party shall include the other Party as an Additional Insured with respect the activities to be performed by the other Party under the Lease.

Certificate of Insurance: Prior to the commencement of services under the Lease, each Party shall furnish Certificate(s) of Insurance to the other Party. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be provided prior to expiration but no more than fifteen (15) days after policy renewal. All insurance documents required should be mailed to the City of Norwalk Corporation Counsel and Finance Department (Attn: Risk Manager), 125 East Avenue, P.O. Box 5125, Norwalk, CT 06856-5125.



Jared D. Schmitt
Chief Financial Officer
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125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

Date: May 23, 2025

To: Harry Rilling, Mayor
Members of the Common Council

From: Jared D. Schmitt, CFO

Re: Selection of Actuary

The May 27, 2025 Common Council agenda includes a request to approve the selection of Milliman, Inc. to serve as the firm that provides actuarial consulting services for a period of five years, as the current contract with Cav Mac expires on June 30, 2025.

The Purchasing Department issued a Request for Proposal (RFP) to identify firms that may be interested in serving in this capacity.

We received eight proposals that were responsive to the RFP. The selection committee that was formed (including representation from the Pension Board) chose Milliman based on their professionalism, depth of talent, technological capabilities, and experience working with other large Connecticut municipalities, among other qualities.

The new contract will include annual pension valuations for each of the four pension funds, as well as biennial valuations of the OPEB Trust Fund for the following fiscal years: FY 25 through FY 29.

The aggregate cost of the contract is \$322,500 for all five years.