

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

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

norwalkct.org/meetings



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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting:	November 9, 2021
Special Meeting:	November 16, 2021
Special Meeting:	November 20, 2021
Special Meeting:	November 30, 2021

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:	Marilyn Altman, Zoning Board of Appeals, Alternate Michael Harden, Parking Authority
	Paul Zeiss, Board of Building Appeals
	Josh Goldstein, Zoning Commission
	Sheri Brown, Norwalk Housing Authority

APPOINTMENTS:	Marilyn Altman, Zoning Board of Appeals, Regular
	Alexandra Sollazzo, Fair Housing Advisory Commission

Angela Wasunna, Norwalk Housing Authority
Brian Baxendale, Planning and Zoning Commission
Frances Dimeglio, Planning and Zoning Commission
Steve Ferguson, Planning and Zoning Commission
Jacquen Jordan-Byron, Planning and Zoning Commission
Nick Kantor, Planning and Zoning Commission
Tammy Langalis, Planning and Zoning Commission
Michael Mushak, Planning and Zoning Commission
Hector Pachas, Planning and Zoning Commission
Richard Roina, Planning and Zoning Commission
Louis Schulman, Planning and Zoning Commission
Galen Wells, Planning and Zoning Commission
Darius Williams, Planning and Zoning Commission
Mary Peniston, Redevelopment Agency

REAPPOINTMENTS:

David Westmoreland, Redevelopment Agency
Andy Conroy, Zoning Board of Appeals, Regular
Lee Levey, Zoning Board of Appeals, Regular

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

1. Adoption of Council Rules
2. Council Appointments
3. Organization of Common Council Committees

**RESOLUTION CONCERNING THE RENAMING OF CERTAIN
COMMON COUNCIL STANDING COMMITTEES**

WHEREAS, the Common Council of the City of Norwalk (the "Council") desires to rename certain of its standing committees for the purpose of clarifying the legislative purview and advisory function of such committees; and WHEREAS, acting pursuant to Sections 1-189 and 1-197 of the Charter of the City of Norwalk (the "Charter") as well as the parliamentary authority set forth in the Rules of the Common Council, City of Norwalk, Connecticut, adopted November 26, 1985, as amended and adopted February 13, 2019, and November 19, 2019, and Mason's Manual of Legislative Procedure (2010), by a majority vote of the Council members present and voting.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL, that, effective as of this date, (1) the "COMMUNITY SERVICES AND PERSONNEL COMMITTEE" of the Council shall hereinafter be named the "COMMUNITY SERVICES COMMITTEE," (2) the "HEALTH AND PUBLIC SAFETY COMMITTEE" of the Council shall hereinafter be named the "PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE," and (3) the "PLANNING COMMITTEE" of the Council shall hereinafter be named the "ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE."

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. HEALTH AND PUBLIC SAFETY COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Optimus Healthcare, Inc for the purpose of providing special supplemental nutrition services in accordance with the Connecticut WIC Program Plan in the amount of \$291,375 for the period October 1, 2021 through September 30, 2022.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to implement WIC Program services for the period October 1, 2021 through September 30, 2022.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept funds from the Connecticut Department of Public Health in the amount of \$495,935.38, for the period beginning March 1, 2022 through July 15, 2023 for the enhanced detection, response, surveillance and prevention of COVID-19.
- 2b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to implement enhanced detection, response, surveillance and prevention of COVID-19 activities for the period March 1, 2022 through July 15, 2023.
3. Authorize the Mayor, Harry W. Rilling, to execute and any all agreements and other documents necessary to annually apply and accept grant funds from the State of Connecticut, acting through its Department of Transportation, for the Highway Safety Project, DUI Enforcement Program for Municipal Police Department, commencing Fiscal Year 2022.

B. PLANNING COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Vanessa Hangen Brustlin, Inc. (VHB, Inc.) for the Seaview Avenue Corridor Preliminary Engineering and Conceptual Design Services in a total amount not to exceed \$32,000.
Account No. 0918 4021 5777 C0599; Seaview Ave. Improvements
2. Authorize the Mayor, Harry W. Rilling, to execute any and all documents regarding the 3-year partnership with KIVA and the National League of Cities for a small business and entrepreneurship loan program including a contracted staff position in an amount not to exceed \$245,000.
Account: American Rescue Plan Act Funds

C. LAND USE AND BUILDING MANAGEMENT

- 1a. Authorize the Purchasing Agent to issue a Purchase Order to Insalco Corporation for various furniture items for the Jefferson Elementary School Renovate-as-New project for a total sum of \$53,397.27. Funds are available in Acct. #0919/0920 5010 5777 C0619.
- 1b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$3,000.
- 2a. Authorize the Purchasing Agent to issue a Purchase Order to Lakeshore Learning Materials, LLC. for various furniture items for the Jefferson Elementary School Renovate-as-New project for a total sum of \$8,217.44. Funds are available in Acct. #0919/0920 5010 5777 C0619.
- 2b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$1,500.
- 3a. Authorize the Purchasing Agent to issue a Purchase Order to Monitor Equipment Co., Inc. for various furniture items for the Jefferson Elementary School Renovate-as-New project for a total sum of \$5,088.00. Funds are available in Acct. #0919/0920 5010 5777 C0619.
- 3b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$1,000.
- 4a. Authorize the Purchasing Agent to issue a Purchase Order to Red Thread Spaces, LLC.. for various furniture Items for the Jefferson Elementary School Renovate-as-New project for a total sum of \$20,107.15. Funds are available in Acct. #0919/0920 5010 5777 C0619.
- 4b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$2,000.
- 5a. Authorize the Purchasing Agent to issue a Purchase Order to W.B. Mason Co. Inc. for various furniture items for the Jefferson Elementary School Renovate-as-New project for a total sum of \$602,651.00. Funds are available in Acct. #0919/0920 5010 5777 C0619.
- 5b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$30,132.
- 6a. Authorize the Purchasing Agent to issue a Purchase Order to CT Communications (State Contract #18PSX0097) for the Telephone System for the Jefferson Elementary School Renovate-as-New project for a total sum of \$19,858.00. Funds are available in Acct. #0919/0920 5010 5777 C0619.
- 6b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$2,000.
- 7a. Authorize the Purchasing Agent to issue a Purchase Order to Raptor Technologies, LLC. for the Visitor Management System for the Jefferson Elementary School Renovate-as-New project for a total sum of \$2,395.00. Funds are available in Acct. #0919/0920 5010 5777 C0619.
- 7b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$1,000.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED AGENDA
7:30 PM EST**

**DECEMBER 14, 2021
VIA TELECONFERENCE**

- 8a. Authorize the Purchasing Agent to issue a Purchase Order to ePlus Technology, Inc. (State Contract #18PSX0202) for Computer Networking Electronics for the Jefferson Elementary School Renovate-as-New project for a total sum of \$113,171.02. Funds are available in Acct. #0919/0920 5010 5777 C0619.
- 8b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$6,000.
9. Authorize the Mayor, Harry W. Rilling, to renew the License Agreement with the property owner at 195 Liberty Square for the use of an abutting area (approximately 10 feet by 14 feet), for the continued use of an outdoor walk-in refrigerator/freezer. The Agreement period shall be retroactive from November 1, 2021 and ending October 31, 2026 for an annual amount of \$3,150.00.

D. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into a Subordination Agreement with Head of Harbor South, LLC per terms of the Memorandum of Assistant Corporation Counsel, Darin L. Callahan Dated October 27, 2021.
2. Technical Correction of the Common Council Action September 14, 2021, Item VII.C.4 to add accounts designated for Almstead Tree & Shrub Care Company LLC for the supply and planting of trees and shrubs. Account Numbers 09 21 6030 5777 C0631.
3. Authorize the Purchasing Agent to issue a Sole Source Purchase Order to Cargill for Treated Road Salt for Snow and Ice Control, pricing not to exceed \$87.00 per ton for normal and after-hour deliveries effective for the 2021-22 winter season.
Account No. 01 40 25 5322
4. Technical Correction of the Common Council Action September 14, 2021, Item VII.C.3 to add accounts designated for The Grasso Companies, LLC, 1st Amendment for Project PM2021-1 Pavement Management Program. Account Numbers 09 22 4021 5777 C0021 and 09 22 4021 5777 C0503.
5. Technical Correction of the Common Council Action September 14, 2021, Item VII.C.6 to add accounts designated for Ahneman Kirby, LLC for Project No. 4048 On-Call Surveying Services.
Account Number 01 37 50 5258.
6. Technical Correction of the Common Council Action September 8, 2020, Item VII.A.5 to allocate \$300,000 for use on the Storm Sewer Separation Project and accounts designated for M. Rondano, Inc. for Project DRG2020-1 On-Call Drainage Improvements at Various Locations using WPCA Account Number 09 20 4062 5777 C0361.
- 7a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Colonna Concrete & Asphalt Paving LLC, for Project DRG2021-1 Dreamy Hollow/Betts Brook Area Drainage, Sanitary Sewer & Water Main Improvements, for an amount not to exceed \$864,505.00 (Base Bid), \$682,815.00 (Alternate 1) and \$5,598,675.00 (Alternate 2).
Account No. 09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 20 4062 5777 C0361
09 22 4062 5777 C0361
09 22 4021 5777 C0021

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- 7b. Authorize the Chief of Operations and Public Works, to execute Orders on Contract with Colonna Concrete & Asphalt Paving LLC., for Project DRG 2021-1 Dreamy Hollow/Betts Brook Area Drainage, Sanitary Sewer & Water Main Improvements, for an amount not to exceed \$715,000.00.

Account No. 09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 20 4062 5777 C0361
09 22 4062 5777 C0361
09 22 4021 5777 C0021

8. Authorize the Mayor, Harry W. Rilling, to execute a Fourth Amendment to the Woodard & Curran Agreement dated August 12, 2019, to provide Construction Administration services associated with "Dreamy Hollow/Betts Brook Area – Drainage, Sanitary Sewer, & Water Main Improvements" construction project in accordance with scope of services Task Order 1F dated December 01, 2021 (copy of included) for a sum not to exceed \$291,400.00.

Account No. 09 19 4027 5777 C0425
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 18 4062 5777 C0361
09 19 4062 5777 C0361
09 20 4062 5777 C0361
09 22 4062 5777 C0361

9. Authorize the Purchasing Agent to issue a Purchase Order to United Concrete Products Inc. for the pre-cast box culvert for the Rowayton Ave over Keelers Brook Bridge as a Sole Source request for the amount of \$244,130.00 (Proposal) plus \$24,413.00 (10% contingency).

Account No. 09 21 4021 5777 C0315

- 10a. Authorize the Mayor Harry W. Rilling, to execute and Agreement (Sole Source) with FGB Construction Company for Project BR2021-1 Rowayton Avenue over Keelers Brook Bridge for the amount not to exceed \$679,407.00.

Account No. 09 06 4021 5777 C0315
09 21 4021 5777 C0315
09 22 4021 5777 C0315

- 10b. Authorize the Chief of Operations and Public Works, to execute Orders on Contract with FGB Construction Company for Project BR2021-1 Rowayton Avenue over Keelers Brook Bridge for the amount not to exceed \$135,882.00.

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

E. RECREATION, PARKS AND CULTURAL AFFAIRS

1. Authorize the Mayor, Harry W. Rilling, to enter an Agreement with Whittingham Cancer Center for the use of Calf Pasture Beach and immediate surrounding grounds by Whittingham Cancer Center for their Whittingham Cancer Center Walk and Run to be held on Saturday, May 14, 2022 from 7:00 AM to 1:00 PM. Set-up to begin at 5:00 AM with tear-down no later than 1:00 PM. Approximate attendance 1500-2000 people.
2. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the Alzheimer's Association for the use of Calf Pasture Beach and immediate surrounding grounds by Alzheimer's Association Connecticut for their Walk to End Alzheimer's to be held on Sunday October 9, 2022 from 8:00 AM to 12:00 PM. Set-up to begin at 5:30 AM with a tear-down no later than 1:00 PM. Approximate attendance 1500 people.

F. FINANCE AND CLAIMS COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: November 18, 2021; December 9, 2021
2. For informational purposes only: Narrative on Tax Collections Dated: November 18, 2021; December 9, 2021
3. For informational purposes only: Monthly Tax Collector's Report Dated: October 2021; November 2021
4. Authorize the Mayor, Harry W. Rilling, to execute the agreement between the City of Norwalk and the Norwalk Board of Education and the UPSEU Custodians, Maintenance and Security staff to modify the collective bargaining agreement and City of Norwalk Pension Plan with respect to a 2021 Retirement Incentive Offering.
5. Authorize the Mayor, Harry W. Rilling, to execute a contract amendment between City of Norwalk and Advanced Corporate Network, Inc., d/b/a Digital Back Office ("ACN") to authorize the addition of a new location at 1 Park Street, Norwalk, CT. The parties agree to the addition of One (1) 10 GIGE Managed Optimal Ethernet Services at the following services location Circuit One - City Hall, 125 East Avenue to 1 Park Street with a monthly recurring fee of \$1,536.00 paid for by the Board of Education from expense account# 2ES28400-430-58.
6. Rescind and New Action for Copier Management Services.
 - a. RECIND Common Action of May 25th 2021 which authorized the execution of a contract with TGI Office Automation to execute a four (4) year extension on the master agreement.
 - b. Authorize the Mayor to execute Amendment one (1) to the Master Lease Agreement for Office Copiers with TGI Office Automation to execute a four (4) year extension to this master agreement for a total amount not to exceed \$423,166.56.
7. RESOLUTION: Authorize the Mayor, Harry W. Rilling, to support a Community Challenge Grant application submission, including a local funding letter supporting a fifty percent match, should the funds be awarded, to the State of Connecticut Department of Economic and Community Development in support of the South Norwalk Train Station project.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

ZONING BOARD OF APPEALS	M/C	Norwalk Code 116
MARILYN ALTMAN (D) 51 Sammis Street Norwalk, CT 06853		Term Expires – 11/01/2026 Regular
FAIR HOUSING ADVISORY COMMISSION	M/C	Norwalk Code 59-A (9/9/86)
ALEXANDRA SOLLAZZO (U) 3 Crossland Place Norwalk, CT 06851		Term Expires – 09/01/2023 CT Legal Services Representative
NORWALK HOUSING AUTHORITY	M/C	Gen. Stat 8-40
ANGELA WASUNNA (U) 12 Caesar Street Norwalk, CT 06851		Term Expires – 03/31/2025
PLANNING AND ZONING COMMISSION	M/C	Norwalk Code 79
BRIAN M. BAXENDALE (U) 8 Seaside Place Norwalk, CT 06855		Term Expires – 1/01/2023 District C Regular
FRANCES DIMEGLIO (D) 60 Strawberry Hill Avenue Norwalk, CT 06855		Term Expires – 1/01/2025 District C Regular
STEVEN G. FERGUSON (U) 7 Roosevelt Avenue Norwalk, CT 06851		Term Expires – 1/01/2023 District C Regular
JACQUEN JORDAN-BYRON (D) 100 San Vincenzo Place #5 Norwalk, CT 06854		Term Expires – 1/01/2025 District B Alternate
NICHOLAS KANTOR (D) 25 Hawthorne Drive Norwalk, CT 06851		Term Expires – 1/01/2024 District C Regular
TAMSEN C. LANGALIS (R) 11 Indian Spring Road Norwalk, CT 06853		Term Expires – 1/01/2023 District E Regular

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NORWALK, CONNECTICUT**

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HECTOR PACHAS (D)

60 George Avenue
Norwalk, CT 06851

Term Expires - 1/01/2024
District A
Alternate

MICHAEL MUSHAK (D)

50 Elmwood Avenue
Norwalk, CT 06854

Term Expires – 1/01/2024
District B
Regular

R. RICHARD ROINA (R)

6 Bayne Street
Norwalk, CT 06851

Term Expires – 1/01/2025
District D
Regular

LOUIS SCHULMAN (U)

23 James Street
Norwalk, CT 06850

Term Expires – 1/01/2025
District D
Regular

GALEN WELLS (D)

224 West Norwalk Road
Norwalk, CT 06850

Term Expires – 1/01/2024
District E
Regular

DARIUS WILLIAMS (D)

57 Marlin Drive
Norwalk, CT 06854

Term Expires – 1/01/2023
District A
Alternate

REDEVELOPMENT AGENCY

M/C

CGS 8-126

MARY PENISTON (U)

56 Cedar Crest Place
Norwalk, CT 06854

Term Expires – 11/01/2023

REAPPOINTMENTS

ZONING BOARD OF APPEALS

M/C

Norwalk Code 116

ANDY CONROY (R)

17 Old Witch Court
Norwalk, CT 06853

Term Expires – 11/01/2026
Regular

LEE LEVEY (D)

100 Comstock Hill Road
Norwalk, CT 06850

Term Expires – 11/01/2026
Regular

REDEVELOPMENT AGENCY

M/C

CGS 8-126

DAVID WESTMORELAND (D)

50 Elmwood Avenue
Norwalk, CT 06854

Term Expires – 11/01/2026

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**NOVEMBER 9, 2021
VIA TELECONFERENCE**

**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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Mayor Rilling called the meeting to order at 7:35 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. King called the Roll

Council at Large:	Mr. Gregory Burnett Mr. Manny Langella Ms. Barbara Smyth	Ms. Dominique Johnson Mr. Nicholas Sacchinelli
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District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
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District B:	Ms. Darlene Young	Ms. Diana Revolus
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District C:	Mr. John Kydes	Mr. George Theodoridis
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District D:	Mr. George Tsiranides	Mr. Tom Keegan
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District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan
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At Roll Call there were fifteen (15) Common Council members present. A Quorum was present.

Also present were Mayor Harry Rilling, City Clerk, Donna King and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: October 26, 2021

**** MR. ROBERTS MOVED TO APPROVE THE MINUTES AS PRESENTED**
**** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

No members of the public wished to comment his evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments announced this evening.

MAYOR'S REMARKS:

Mayor Rilling announced that Veterans Day is on November 11, 2021. A Veterans Day Commemoration Concert and Ceremony will be held at the Concert Hall starting at 9:30 a.m.

City of Norwalk
Common Council
November 9, 2021
Via Teleconference
Page 2

Mayor Rilling said this was the last meeting for some Common Council members. He thanked the Common Council Members who are retiring and congratulated the newly elected Council Members. He also thanked retiring City Clerk, Ms. Donna King. His sentiments were echoed by several Common Council members along with Mr. Aaron King, who surprised his mother with his participation in the zoom meeting. He noted that his proudest moment was when he voted for her for Common Council. He also thanked Ms. Jones for putting this together. Ms. King said she enjoyed working with this Common Council and all who came before.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Sacchinelli congratulated all the re-elected and the newly elected Common Council members. He noted that this was his last meeting and thanked everyone for what they did during his time on the Common Council.

B. CONSENT CALENDAR:

Mr. Sacchinelli announced that Mr. Burnett would be reading the Consent Calendar this evening.

**** MR. BURNETT MOVED THE FOLLOWING CONSENT CALENDAR:**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. HEALTH AND PUBLIC SAFETY COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY, ACCEPT AND IMPLEMENT GRANT FUNDS FROM THE 2021 BUREAU OF JUSTICE ASSISTANCE BULLET PROOF VEST PARTNERSHIP GRANT IN THE AMOUNT OF \$20,000.00.

2. AUTHORIZE THE POLICE CHIEF, THOMAS KULHAWIK, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS THERETO AS MAY BE NECESSARY TO IMPLEMENT THE 2021 BUREAU OF JUSTICE ASSISTANCE BULLET PROOF VEST PARTNERSHIP GRANT, PURSUANT TO FUNDING.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE UNDER THE FY2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, IN THE AMOUNT OF \$36,609.00.

4. AUTHORIZE THE POLICE CHIEF, THOMAS E. KULHAWIK, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS THERETO AS MAY BE NECESSARY TO IMPLEMENT ALL PROGRAMS THROUGH THE FY2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PURSUANT TO SUCH GRANT FUNDING.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE UNDER THE FY2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, IN THE AMOUNT OF. \$33,741.00.

6. AUTHORIZE THE POLICE CHIEF, THOMAS E. KULHAWIK, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS THERETO AS MAY BE NECESSARY TO IMPLEMENT ALL PROGRAMS THROUGH THE FY2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PURSUANT TO SUCH GRANT FUNDING.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

X. SUSPENSION OF RULES

**** MR. SACCHINELLI MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA**

**** MOTION PASSED UNANIMOUSLY**

FIRE DEPARTMENT

**** MR. SACCHINELLI MOVED TO AUTHORIZE THE PURCHASING AGENT, SHARON CONNORS TO ISSUE A PURCHASE ORDER TO FITNESS SHOWROOM DISTRIBUTION, FOR THE PURCHASE, DELIVERY, AND SET-UP OF FITNESS EQUIPMENT AT FIVE FIRE STATIONS (BID # 4153) FOR THE AMOUNT NOT TO EXCEED \$52,752.85. \$47670.85 WILL BE PAID BY THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM AND THE REMAINDER \$5082 WILL BE FROM ACCOUNT # _013120-5341.**

Mr. Sacchinelli explained the item and said this funding will be used to bring the fitness equipment up to standards.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

B. PLANNING COMMITTEE

Mr. Kydes thanked everyone for their dedication and commitment to Norwalk.

**** MR. KYDES MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND FUSS & O'NEILL FOR DESIGN SERVICES FOR THE WALL STREET CORRIDOR IMPROVEMENTS IN A TOTAL AMOUNT NOT TO EXCEED \$350,000. ACCOUNT NO. 0922 3750 5777 C0800; WEST/BELDEN/MOTT INTERSECTION IMPROVEMENTS.**

Mr. Kydes explained the item. Ms. Vonashek gave an overview of the project and noted the \$350,000 was in the capital budget for a couple of years. Mr. Travers described the RFP process. He said one of the reasons Full & O'Neill were chosen because they excelled in community outreach. This project will redefine Wall Street.

Mr. Kydes said a lot of effort went into this project.

Mr. Livingston thanked those responsible for bringing this project forward. He said this is an important step in making the area more desirable to the residents.

Mr. Heuvelman thanked Mr. Travers and Ms. Vonashek. He noted the funding was in the capital budget for a while. He said he was glad they were paying attention to the intersection.

Ms. Young asked if the timeline will change because of dollars coming from the Federal government. Mr. Travers said the timeline is 12-18 months. He said they are engaging the Parking Authority to have more access to the parking garage.

Mr. Burnett said this is a great project and asked if it might become a model that can be replicated in other parts of the City. Mr. Travers said they will design this in the best model. They need to create a walkable city. They are looking at other sections of the City to do similar projects. Ms. Vonashek said there is interest in making sure there is connectivity between different neighborhoods.

Ms. Revolus suggested creating paths connecting the different districts within the City and create an holistic Norwalk.

Mayor Rilling thanked all involved and said this is the first major improvement seen in that area in many years.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

XI. ADJOURNMENT

Mayor Rilling thanked the returning Common Council members and to those who will not be returning. He said it was a pleasure working together for the betterment of the City. Common Council members joined Mayor Rilling in adding their thanks.

Mayor Rilling said he may tap outgoing Common Council members for positions on boards or commissions

**** MS. REVOLUS MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:28 p.m.

ATTEST: _____
Donna King, City Clerk

COMMON COUNCIL
2021

NORWALK, CONNECTICUT
TELECONFERENCE

SPECIAL MEETING

NOVEMBER 16,
VIA

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

City of Norwalk
Common Council
Special Meeting
November 16, 2021
Page 1
Via Teleconference

Mayor Rilling called the special meeting to order at 7:34 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Ms. Dominique Johnson	Ms. Nora Niedziel Ski Eichner
	Ms. Barbara Smyth	

District A:	Ms. Nicol Ayers	Mr. David Heuvelman
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District B:	Ms. Darlene Young	Ms. Diana Revolus
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District C:	Ms. Jen McMurrer	Mr. John Kydes
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District D:	Ms. Heidi Alterman	Mr. Tom Keegan
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District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan
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At Roll Call there were fifteen (15) Common Council members present. A Quorum was present.

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

II. PUBLIC PARTICIPATION

No members of the public wished to comment this evening.

III. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

There were no resignations announced this evening.

1. Appointment of Corporation Counsel

Mayor Rilling put forward Mr. Mario Coppola for Corporation Counsel. Mayor Rilling spoke in support of the reappointment.

- ** MS. REVOLUS MOVED TO APPROVE THE REAPPOINTMENT OF
MR. MARIO COPPOLA AS CORPORATION COUNSEL**
- ** MOTION PASSED WITH ONE (1) ABSTENTION (MS. JOHNSON)**

2. Appointment of City Clerk

Mayor Rilling put forward Ms. Irene Dixon for City Clerk. Mayor Rilling and several Common Council members spoke in support of the appointment.

- ** MR. KYDES MOVED TO APPROVE THE APPOINTMENT OF MS.
IRENE DIXON AS CITY CLERK**
- ** MOTION PASSED UNANIMOUSLY**

B. MAYOR'S REMARKS:

Mayor Rilling thanked the Common Council members who worked together for the past several years. He noted they had to make difficult decisions, but worked together as a team. He added that there are five people he can look at for positions of boards and commissions.

Mayor Rilling welcomed the new Common Council members and said they have taken on an important, but rewarding challenge.

Mayor Rilling welcomed the returning Common Council members. He said that Norwalk is moving in the right direction. He said he looks forward to the next two years.

IV. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS

1. Election of Council President

- ** MS. SHANAHAN MOVED TO NOMINATE MR. LIVINGSTON FOR
COMMON COUNCIL PRESIDENT.**

Ms. Shanahan spoke in support of this nomination.

Mayor Rilling asked if there were any other nominations.

City of Norwalk
Common Council
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November 16, 2021
Page 3
Via Teleconference

**** MS. YOUNG MOVED TO NOMINATE MR. BURNETT FOR COMMON COUNCIL PRESIDENT**

Ms. Young spoke in support of this nomination.

Mayor Rilling asked three times if there were any other nominations. Hearing none, he closed the nominations.

**** MOTION PASSED BY ROLL CALL VOTE WITH EIGHT (8) VOTES FOR MR. LIVINGSTON (MR. GOLDSTEIN; MS. JOHNSON; MS. NIEDZIELSKI EICHNER; MS. SMYTH; MR. HEUVELMAN; MS. MCMURRER; MR. LIVINGSTON; MS. SHANAHAN) AND SEVEN (7) VOTES FOR MR. BURNETT (MR. BURNETT; MS. AYERS; MS. REVOLUS; MR. KYDES; MS. YOUNG; MS. ALTERMAN; MR. KEEGAN)**

Mr. Livingston thanked the members of the Common Council for this honor. He said he is committed to working with each member of the Common Council.

2. Announcement of Majority Leader

Mr. Livingston announced Ms. Smyth as the Majority Leader.

3. Announcement of Minority Leader

Mr. Livingston announced Mr. Keegan as the Minority Leader.

The remainder of the agenda was tabled.

4. Appointment of Assistant City Clerk

5. Appointment of Committees

6. Adoption of Council Rules

B. REMARKS

Mayor Rilling said he looks forward to working with this team.

V. ADJOURNMENT

**** MS. REVOLUS MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 7:52 p.m.

ATTEST: _____
Irene Dixon, City Clerk

COMMON COUNCIL
NORWALK, CONNECTICUT

NOVEMBER 20, 2021
THE BUNK HOUSE
300 GRUMMAN AVENUE
NORWALK, CT. 06851

I. ROLL CALL

Ms. Dixon called the Roll. The Following Common Council members were present:

Council at Large:	Mr. Gregory Burnett Ms. Nora Niedzielski-Eichner	Ms. Dominique Johnson Ms. Barbara Smyth
District A:	Mr. David Heuvelman	Ms. Nicol Demae Ayers
District B:	Ms. Darlene Young	Ms. Diana Revolus
District C:	Mr. John Kydes	Ms. Jenn McMurrer
District D:	Mr. Tom Keegan	
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fourteen (14) Common Council members present and one (1) absent (Ms. Alterman)

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

II. PUBLIC PARTICIPATION

There was no public participation this morning.

III. APPOINTMENT OF COMMITTEES

V. GENERAL DISCUSSION OF THE ROLE AND RESPONSIBILITIES OF MEMBERS OF THE NORWALK COMMON COUNCIL.

Mayor Rilling welcomed the Common Council members and congratulated them on the election and said they are in for a very lovely and exciting experience and will enjoy the opportunity to do some good and thanked Common Council members who have been serving the past four to six years. He said it is an interesting time and we have a challenge before us and is the third time we have had a 14 to one majority which can be difficult because people look at us more closely and expect us to do what is right and be a cohesive collaborative body that runs the city and does what we can to improve everyone's life equally and make decisions that are right, and one thing we get accused of with having a 14-1 majority is that we are a "rubber stamp" council but we are not nor will we be, and he wants to be sure that we have good dialogue. He said that it has been a pleasure to have Mr. Keegan on the Common Council and he works very well with us and there is no republican/democratic side when it comes to our discussions, and we don't want it to turn into that and Mr. Keegan has a responsibility to his constituents just like we do. He said he would like to encourage everyone to work together and come together as a body and work closely and make the decisions that are right and gain the confidence of the public, and we now have the opportunity with new vision of the new members and they will bring their thoughts and ideas to the council floor and we have a great opportunity here to continue the work that has been done and expand upon it. In closing he thanked the members of the Common Council for serving and he thanked the team that worked on the onboarding manual and was truly impressed with it will be such a resource for Common Council members and a document that we should have had 20 years ago.

Mr. Livingston thanked everyone for giving up their Saturday morning and this is the first time on onboarding meeting has been held and he echoed Mayor Rilling's comments and thanked the Council members who worked on the manual and especially Ms. Young for being the driving force. He said there will still probably be some questions and encouraged the Common Council members to reach out with any questions, and that the document is a living document and will be changed as necessary.

Mr. Livingston said that during today's meeting there will be information given on the role and responsibilities of the Common Council members and Mr. Dachowitz will also be reviewing the budget process and encouraged the Common Council members to ask questions.

Ms. Young asked that Mr. Livingston explain the FOI process. Mr. Livingston said Mr. Coppola will be touching on that today, but he would like to arrange a separate meeting with the State FOI specialist because the FOI process is important, and we all need to understand how it works. Mayor Rilling said the most important thing when receiving an FOI request to send them to the Law Department because there are a lot of things that are exempt from an FOI request.

Ms. Smyth said that Ms. Young started on the manual two years ago and it was a lot of hard work and thanked her for doing it. The other members of the Common Council applauded Ms. Young for the work she had done. Ms. Young said when she became a Common Council member it would have been helpful to have a manual to refer to and this meeting will also be very helpful and give the opportunity to ask questions.

Mr. Coppola introduced himself and said he is the Corporation Council for the city, and this will be his fifth term. He provided an overview of the role and responsibility of the Common Council and explained that Norwalk has a Mayor and Common Council form of government and the council is an important part

of the city government and for the most part is a legislative role such as making and altering ordinances, establish and consolidate departments, agencies and boards and commissions and approve contracts and to a very important extent at the beginning of the process the council has a role in establishing the amount of money that the city is able to spend as part of the budgeting process. He said his advice regarding boards and commissions is when requests are made to city staff or officials that the members go through the chair of the various committees. Ms. Young said if there are any requests made directly to the department head that it is important that the Chair is copied because it is the respectful thing to do. Mayor Rilling said that he and the Chief of the department should also be copied. He also said prior to the re-org departments were working independently and, in a silo, and now ever Monday morning he has a staff meeting with the Chiefs and in the afternoon will have a meeting with one of their reports to discuss the plan for the week and what progress is being made and a lot of these people serve as staff to the committees.

Mr. Coppola said he is a part-time employee of the city but is available anytime to any of the council members and shared his contact information. He also defined the roles of the and specialty areas of those within the Corporation Council's office and asked if there is a FOI request that it is sent to the Asst. City Clerk and if there are any questions that they be directed to Jeff Spahr. He also explained the insurance procedure and said the city's insurance carrier is CIRMA and our potential exposure is \$1 million dollars or more and CIRMA has a right to hire council on our behalf, but Norwalk has only had a small number of claims with exposure over \$1 million dollars and we have had very few instances where the insurance carrier had to pay monies beyond the \$1 million dollars.

Ms. Smyth requested that Mr. Coppola review the executive session for the new members. Mr. Coppola said there are certain limited reasons when the council can go into executive session which he provided some examples and again it is a limited scope of matters that can be discussed in executive session and Norwalk has been more on the conservative side and have more discussion in public session.

Mr. Coppola went over the FOI requirements but said that a separate meeting will be held and will try and schedule that sometime in December or January. Kydes suggesting contacting CCM to see if they have any available trainings for FOI. Mr. Coppola said the state has an FOI specialist who will provide the best training. Mayor Rilling said we belong to the Connecticut Conference of Municipalities, and they provide a variety of services for us and suggested they also be invited to attend a meeting to explain their services and their training services are free to us as members.

Mr. Coppola said it is also important that when reaching out to city staff to also include the Asst. City Clerk and the Chief of Staff, so they are aware.

It was asked if the Corporation Councils office also represents the members of the Common Council or if we would need our own Attorney. Mr. Coppola said as a city official the city would most likely indemnify you and provide you with your own council at the cost to the city but would be determined on a case-by-case basis.

Ms. Young asked Mr. Coppola to discuss the phones and emails. Mr. Coppola said most importantly any communication written or in electronic format are subject to disclosure pertaining to city business and he urged the council members to use their city emails. Ms. Johnson asked about social media. Mr. Coppola urged the council members to be very careful with social media and whatever is put out there on social media is being put as a city official. Mr. Coppola said to also be aware when members of the council get

together as a group that qualifies as a quorum (other than for caucus) it becomes a public meeting and there would need to be an agenda posted 24 hours prior to the meeting and there would need to be meeting minutes taken.

Mr. Livingston asked Mr. Coppola to discuss conflict of interest. Mr. Coppola said with regard to conflict of interest whenever a member has a personal or financial interest in something that is a conflict which also extends to the immediate family, it is your decision whether to determine if you have a conflict of interest, but he and members of his staff are available to give confidential advice and the best thing to do is evaluate it on a case-by-case basis.

Mr. Coppola discussed ethics and said the standard is set forth in the code of ethics and the Ethics Commission has a very good handbook and urged the committee to refer to the handbook. Ms. DePalma asked what the proper way is to dispose of the meeting agenda packets because some of the information is confidential. Mr. Coppola said when we had live meetings, he would collect the packets at the end of the meeting and encouraged the committee members to shred them and dispose of them or hand them back in.

Mr. Coppola concluded by saying if something is discussed in confidence it should stay in confidence and the last number of years this council has been great about that which is critical and hopes this council continues.

Mayor Rilling said thanked Mr. Coppola and said that he has worked with many Corporation Councils over the years, and Mr. Coppola has taken the Law Department and organized as a private law firm and that he why he was very confident reappointing as Corporation Council. He also thanked everyone who put together the onboarding meeting.

Mr. Livingston also thanked Mr. Coppola and echoed the mayors' comments and said he has been a great resource and is always available.

Mayor Rilling concluded by saying he is never too busy for a council member and his door is always open and the resources of his office as well as the Corporation Counsel office is always available.

Mayor Rilling left the meeting at 10:30AM

Mr. Dachowitz, reviewed the budget process and said the city's finances are in pretty good shape and he had inherited a AAA bond rating from the mayor when he joined and have subsequently kept that, and also have the states largest rainy-day fund which are the reserves for unexpected occurrences.

Mr. Dachowitz presented the operating budget and said he focuses on the expenditure line for next fiscal year and described the budget process. He also reviewed the mill rate process for each district and said we take the expenses and allocate them to the districts they get certain city services and that is how we get different mill rates for each district and when those rates are multiplied by the median home value in each district, we then get an estimated tax bill.

Mr. Dachowitz presented the operating budget calendar as follows:

City of Norwalk

FYE 2023 Operating Budget Calendar

As of 10/15/21

All budget meetings will be conducted virtually on Zoom video conferencing

Friday, October 15, 2021	Finance Department distributes budget packages to departments and agencies.
Tuesday, November 9, 2021	
To	
Thursday, November 18, 2021	Departments file budget requests on staggered deadlines, including goals and objectives, with the Office of Management & Budgets. City departments enter line-item requests online.
Wednesday, December 8, 2021	
To	
Tuesday, December 21, 2021	Finance Department staff meets with each city departments and city grant agencies on a staggered weekly schedule to review requests.
Thursday, January 6, 2022	Finance & Claims Committee BOE/City joint budget expectations discussion.
Friday, January 14, 2022	Board of Education reviews operating & Capital budgets with Finance Department.
Thursday, January 20, 2022	Board of Education revies operating & capital budgets with finance department.
Monday, February 14, 2022	Chief Financial Officer submits the recommended budget and tax levy in addition to the department request to the Board of Estimate and Taxation 6:30PM.
Tuesday, February 15, 2022	Chief Financial Officer submits the recommended budget and tax levy in addition to the department requests to the Common Council; 6:30PM.
Thursday, February 17, 2022	CFO presents OPBUD at a special join meeting with Finance & Claims and Board of Education at 7:00PM.
Friday, February 18, 2022	Publish recommended budget, tax levy and notice of annual meeting of the Board of Estimate and Taxation in local newspaper.
Thursday, February 24, 2022	Finance & Claims holds Public Hearing 6:30-8:30; special meeting held immediately following public hearing; forwards recommendation to the Common Council.
Tuesday, March 1, 2022	Common Council establishes operating budget cap.

Wednesday, March 2, 2022

To

Tuesday, March 22, 2022	Board of Estimate and Taxation conducts meetings to hear from city agencies and other interested parties concerning budget alterations and formulates tentative budget.
Wednesday, March 23, 2022	Board of Estimate hold public hearing on tentative budget 6:30PM.
Tuesday, March 29, 2022	Board of Estimate and Taxation completes its review of the budget and forwards tentative budget to the Common Council.
Tuesday, April 12, 2022	Common Council's regular meeting sets final cap, but not later than 4/19/2022.
Wednesday, April 20, 2022	Publish the tentative budget and tax levy.
Tuesday, April 26, 2022	CFO presents tentative operating budget to the Common Council.
Monday, May 2, 2022	Board of Estimate and Taxation sets Final Budget and tax levy.

Mr. Dachowitz presented the capital budget process and said the BET sets the ceiling for the capital budget and the capital projects are multiyear assets and are often very large investments, so the approval process is handled separately. He said for capital projects we say they have a certain life and borrow for them today and will pay the loan based on the length of its value and will pay principal repayments and interest over the length of the loan to pay for that asset and that payment is called debt service which is a very significant line item in each year's annual operating budget.

Mr. Dachowitz said the department requests a certain amount over a five-year period and may have a revenue offset for these requests. He said just like the operating budget we also meet on the capital budget and after he reviews the items comes up with his recommendations and then the Planning Commission hear all of the requests and they establish their list of recommendation, and then the Mayor comes up with his recommendation and then comes to the Common Council for review where things can be moved around from department to department, but the ceiling has to be abided to. He went on to say that the WPCA and Parking Authority are enterprise funds and can go out and issue bonds themselves and they generate revenues by fees and have expenses, but the goal of an enterprise fund is to break even.

Mr. Dachowitz presented the capital budget calendar as follows:

CAPITAL BUDGET CALENDAR

FISCAL YEAR 2022-23

October 18, 2021	Submit requests to Director of Finance.
November 18, 2021	Departments file Capital Budget Requests with the Finance, Management & Budgets Office.
December 18, 2021 To January 14, 2022	Finance and Planning and Zoning staff meet with departments to review requests.
(On or before) February 1, 2022	Finance Director compiles and transmits requests together with recommendations to the Common Council, Board of Estimate and Taxation, and the Planning Commission. Recommendations will include a report of the effects such requests will have upon the Operating Budget bonded indebtedness.
(Tentative) Late January/Early February 2022 (On or before) February 15, 2022	Planning Commission meets with Departments to review requests. Planning Commission conducts public hearings on the requests.
(On or before) March 5, 2022	Planning Commission transmits its recommended Capital Budget to the Mayor.
(On or before) March 15, 2022	Mayor completes his review and transmits his recommended budget to the Board of Estimate and Taxation.

(On or before)

April 3, 2022

Board of Estimate and Taxation completes its review
and transmits its recommended budget to the Common Council.

By April 15, 2022

Common Council after approving, rejecting, reducing and/or
reinstating any items gives its final approval.

Friday, April 22, 2022

Chief Financial Officer shall transmit to then Common Council
and the Board of Estimate and Taxation his recommendations in
respect to the most feasible and economical measures to finance the
capital budget for the ensuing fiscal year.

Mr. Dachowitz said he is very concerned about our capital projects and programs, and we have a AAA bond rating which is at risk and the financial advisor to the city, and I studied the statistics for AAA cities and AA cities in Connecticut we determined that at \$400 million dollars in debt we would be at risk of losing the AAA bond rating, and we are currently at \$280 million dollars. He said last year he had calculated that we had net of reimbursements and assuming we get all the reimbursements that we expect we have \$185 million dollars of old approved and authorized capital projects that we have not borrowed money for yet so within two years we may have a problem.

Mr. Dachowitz explained tax exempt debt and said when we borrow from that they look at how much is being borrowed, how much is being spent and how fast it is spent and if it is not spent fast enough they can declare the bonds taxable, so he does not want to have too much cash and violate the IRS principals but on the other hand do not want to have too little cash so he is balancing two competing interests so every quarter he meets with the departments that spend capital project money and find out what the estimated cash outflow for expenditures and cash inflow for reimbursements, and what the net cash flow is and he uses that to figure out how much money should be borrowed.

Mr. Dachowitz concluded by saying that the financial health of the city is very solid and again we have a AAA bond rating and have a very large rainy-day fund and the current operating budget that we are in resulted with a no tax increase, and on the city side are receiving \$39 million dollars from the American Recovery Program, and last year committed to use \$13 million of those funds to pay for the increase in the budget, and felt this was a good use of funds and are using the funds for other projects as well and are looking to use \$7 million dollars in this coming years budget to offset some of the increase so we are doing well and the operating side and controlling the expenditures. He also said we have commenced the efficiency study because there was an agreement with the Board of Education that an efficiency consulting firm would review both budgets looking for efficiency and we just started the study last month so he is not sure their recommendation will come out before the budget process, but the council at that time was hopeful because there is a state rule that says once a certain amount is given to the Board of Education you are not allowed to give them less then they received the prior year no matter what so the efficiency firm is going in to look at their operation as well as the city's and look at all of the operations that were conducted and looking at all of the expenditures and comparing them to benchmarks to give

some visibly and are hoping they will come up with recommendations to help us save money and make us more efficient.

Mr. Burnett said that once a certain amount is allocated for the Board of Education, they have the flexibility to use it as they see fit on the operating budget however, on the capital budget once funds are allocated a certain amount for each project, they cannot move those dollars around to different projects. For example, what is coming before us is the change in the approach with the South Norwalk School where the Board of Education is thinking about changing some of the projects that have been pre-approved to now consolidating those dollars into a different project for the South Norwalk School which will require Common Council approval and asked Mr. Dachowitz expand the relationship between the Common Council and the Board of Education to approve those dollars. Mr. Dachowitz said the Board of Education can not move a line item to a line item on the operating budget without going to the BET but on the capital projects the money is for each individual project and would need to be requested to the Common council for the funds be moved.

It was asked what the difference is between a AAA and AA bond rating. Mr. Dachowitz, explained that is how investors should have in getting repaid and by having a AAA bond rating we get the best interest rate and if we go to AA bond rating the interest rate would be higher which currently is not the worst thing but it is going in the wrong direction, and there is going to be financial consequences and we have hundreds of projects we want to fund and have to determine priority so that we are able to afford the ones that are most valuable to the city and maintain our financial stability and good standing going forward.

Mr. Dachowitz left the meeting at 11:30AM

Ms. Smyth distributed the committee appointments and Mr. Livingston gave a background on the process. Ms. Smyth said the Health Department falls under Community Services and has been with Public Safety. With the development of the Community Services Department under the reorganization Ms. D'Amore has requested that the Health Department fall under Community Services Committee. She said prior to the restructuring the now new Community Services Committee used to be just the Personnel Committee and no one knew which committee the Personnel Department should fall under, and the recommendation is to have a Public Safety/General Government Committee that would include Personnel, Police and the Fire Department. Ms. Young said her concern is when was that request made and why are we just discussing it now and questioned the urgency. Ms. Revolus said she thinks this is a discussion that the Chiefs need to be included. There was further discussion and Ms. Smyth said there does not need to be a decision made at this meeting because this will still have to go to the Common Council for approval.

Mr. Kydes said he is curious why he is the second person in more than 20 years to lose their chairmanship and he does not think it is due to his performance because the committee has been very active and very effective so he would like to know why that happened. Mr. Livingston said he agrees it was an extraordinary and difficult move, but that many members felt that Mr. Kydes is divisive and said that he heard that Mr. Kydes has not worked with some city staff. Mr. Kydes said he does not believe divisive is the correct word and he may be outspoken and he is hoping this goes further than securing votes for Mr. Livingston presidency. Mr. Livingston said that is false. Mr. Kydes said if this is the way it must be he chooses not to be on any committee at this point and requested to be removed from all of the committees and he will attend the ones he feels are important, caucus meetings and Common Council meetings.

Ms. Young said she thinks there has been divisiveness on the council period and there are going to be people that have their own personal agendas, goals, and their own reasons for being on the council and this seems very unfair to target one person and she finds it to be disappointing.

Ms. Revolus said for us as a group that want to strengthen the Common Council and our community, we should really be attentive on how we are moving, and we don't want to be looked at by outsiders as something that is damaged and what happened with Mr. Kydes should not have happened.

Mr. Livingston proposed to adjourn the meeting to caucus.

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

**** THE MOTION PASSED WITH ELEVEN (11) IN FAVOR AND (1) ABSTENTION- MR. KEEGAN AND TWO (2) OPPOSED- MR. BURNETT AND MR. KYDES.**

The meeting adjourned at 11:50AM.

Respectfully submitted,

Dilene Byrd

COMMON COUNCIL
NORWALK, CONNECTICUT

SPECIAL MEETING

NOV. 30, 2021
VIA TELECONFERENCE

**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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Mr. Livingston called the special meeting meeting to order at 6:31 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

City of Norwalk
Common Council
Special Meeting
November 30, 2021
Via Teleconference
Page 1

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Ms. Dominique Johnson	Ms. Nora Niedzielski Eichner
	Ms. Barbara Smyth	

District A:	Ms. Nicol Ayers	Mr. David Heuvelman
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District B:	Ms. Darlene Young	Ms. Diana Revolus
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District C:	Mr. John Kydes	Ms. Jen McMurrer
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District D:	Mr. Thomas Keegan	
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District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan
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At Roll Call there were fourteen (14) Common Council members present and one (1) absent (Ms. Alterman). A Quorum was present.

Also present were City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

**** MS. YOUNG MOVED TO APPROVE SOLE SOURCE CHANGE ORDERS 1 AND 2 FOR THE MATHEWS PARK/WOODWARD AVENUE PARK, TENNIS AND PICKLEBALL COURT RENOVATION PROJECT, TO SPORT TECH CONSTRUCTION, IN AN AMOUNT NOT TO EXCEED \$96,730.00 FROM CAPITAL ACCOUNTS 09216030 C0321, 09206030 C0321, 09196030 C0321 AND 09216030 C0131.**

Mr. Ken Hughes, Acting Director of Parks and Recreation was present to review the project and answer questions. He explained that the Department is in the middle of a capital improvement project to renovate tennis courts and create pickleball courts.

During the kick off meeting with the contractor, Mr. Hughes said he expressed concerned about the condition of the fences around the courts. He asked the contractor to provide

him with a price to install fencing around the Mathews Park and the Woodward Avenue courts.

Sport Tech Construction is the sole source provider because they are the contractor on the renovation project.

Mr. Hughes was asked if the fence around the Woodward Avenue playground will be fixed. He said that was not included in the scope of work for this project, but he will ask the contractor to look at it.

Mr. Livingston asked if there were plans to install more pickleball courts. Mr. Hughes explained there are some courts in the City, but as of right now, the only dedicated court will be at Woodward Avenue.

Ms. Johnson asked about the courts at Mathews Park. Mr. Hughes explained there is a dip in the courts on the Pine Island Cemetery side and extra concrete will be used to fix that dip.

Mr. Hughes explained the 20 year warrantec starts when the engineer signs off on the pad.

**** MOTION PASSED UNANIMOUSLY**

III. ADJOURNMENT

**** MS. REVOLUS MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 6:46 p.m.

ATTEST: _____
Irene Dixon, City Clerk

Marilyn Altman
203-642.4416 Marilynaltman55@gmail.com
 51 Sammis Street/Norwalk, CT. 06853

D

Overview

A highly collaborative broadcast professional with 40 years of experience in Network Media
 Extensive background in both technical and production operations geared towards "live" event
 management and logistics. Responsible for planning and execution, managing personnel and
 finances

Strong leadership role in representing NBC at numerous political conventions, town hall meetings,
 debates, elections, affiliate meetings

Good communicator and multi-tasker

Excellent with tight deadlines and pressure

Experience

NBC 1976-2015:

DIRECTOR OF GROWTH INITIATIVES /DIRECTOR OF SPECIAL PROJECTS: 2005-2015

- Created the NBC News Field Operations website
- Successfully marketed NBC News Field Operations to both NBC partners such as SYFY, BRAVO, USA, OXYGEN, MSNBC, CNBC as well as outside clients which increased business and revenue
- Produced videos for various in-house presentations
- Instrumental in creating a partnership with New York Film Academy to develop its Broadcast Journalism Program
- Researched real estate options in the New York City area for possible growth and development opportunities for NBC
- Technical Producer: Helped develop and launch the nationwide NBC Education Nation initiative to hold town hall meetings around the country in various cities and their respective school systems
- Responsible for production & technical staffing and all details affecting production, logistics and technical issues
- Engineer in Charge of *Education Nation Town Hall*
2012/2013-New York Public Library

1999-2015 NBC News Field Operations -MANAGEMENT TECHNICAL MANAGER: 1999-2005

Surveyed, planned and executed numerous domestic and international events for NBC News. Created and managed budgets as well as logistics, manpower, equipment, distribution and transmission.

Engineer in Charge, 2000 Democratic National Convention at LA Staples Center for NBC News/
 member of the all network POOL committee.

Engineer in Charge, 2004 Republican National Convention at NY Madison Square Garden for NBC
 News/ member of the all network POOL committee.

Technical Producer for other events including Presidential Debates, town hall meetings, Today Show,
 Nightly News, Torino Olympics, Beijing Olympics, Pope John Paul II visitation to Israel,

Vatican coverage of Pope Benedict XVI installation, all national and international breaking news.

Serviced NBC network as well as MSNBC, Telemundo, CNBC, and other NBC partners in these areas of coverage.

NBC- 1976-1997: TECHNICAL DIRECTOR- STUDIO & FIELD

Extensive control room experience working directly with the director in all aspects of production including managing of crew members

Credits include:

Today Show; Nightly News; DNC conventions 1980-1996, RNC conventions 1980-1996, political debates, primary coverage 1980-1996, Election Night 1980-1996 coverage, NBC News Specials, NBC Sports Game of the Week, NFL, Olympic trials, Superbowl XXIII, World Series 1989, numerous baseball and football playoff games, college basketball.

ACCOLADES:

EMMY AWARD 2008 Olympics-Outstanding Technical Team Remote

EMMY AWARD nomination-Outstanding Technical Team Remote 1989 Suberbowl XXIII

Other

2000-PRESENT- President of NBC fraternal organization, Peacock North

www.peacocknorth.com

The Carver Foundation-Volunteer, fundraising committee

Norwalk Mentor Program (Covid interrupted)

Norwalk ZBA alternate member

Precinct Election Officer -Rowayton Elementary School- for several elections

Education:

BA Political Science City College of New York

First Class FCC License

Postgraduate classes in:

Political Science-CUNY; Middle Eastern Affairs- Columbia University;

Music-/Spanish-/Constitution al Law/ African American History- Norwalk Community College

Computer skills:

Knowledgeable in Microsoft and Apple systems

Proficient in WORD, EXCEL, VISIO

References upon request

Alexandra Sollazzo, LMSW

U

3 Crossland Place, Norwalk, CT ♦ (203) 246-5439 ♦ alexandrasollazzo@yahoo.com

EXPERIENCE

October 2019-Present **FAMILY & CHILDREN'S AGENCY** Norwalk, CT
Program Manager, Supportive Housing

- Hires, conducts training and supervises a large team of housing case managers.
- Serves as liaison between the Housing Authority, HUD, DOH, and the client.
- Ensures compliance with all data entry; confirms that data reporting requirements and outcomes are being met throughout the program.
- Financially responsible for issuing payment to scattered housing sites and verifying all leases abide by CT Fair Housing laws.

April 2017-Present **REVIVE CENTER FOR WELLNESS** Norwalk, CT
Clinician—Individual Counseling

- Provides individualized therapy sessions, primarily concentrating in servicing pre-adoptive youth, young adults, and families.
- Continually assesses clients' well-being and provides tailored short- and long-term goals and solutions.
- Collaborates in planning and execution of community-based wellness events.

May 2014-October 2019 **FAMILY & CHILDREN'S AGENCY** Norwalk, CT
Social Worker, Caregiver Support Team

- Provides intensive in-home support services for kinship care and pre-adoptive families.
- Assesses natural supports in the home, children's needs, and overall family needs in order to address the impact of intergenerational trauma and preserve the placement.
- Collaborates with DCF and other providers regarding establishment and execution of permanency plan for foster children.
- Supervises and directs masters'-level interns with eye toward fostering application of classroom teachings in practice.

September 2013-May 2014 **FAMILY & CHILDREN'S AGENCY** Norwalk, CT
Intern, Homecare Department

- Provided assessment, counseling, and other social services to seniors and their caregivers.
- Led senior-based educational groups at the local senior center.
- Conducted community outreach to local senior service organizations and oversaw presentations to seniors throughout Fairfield County.
- Supported and counseled personal alert clients after return home from emergent care.

EDUCATION

Fordham University, New York, NY
Master of Social Work, May 2014

Western Connecticut State University, Danbury, CT
Bachelor of Science, Social Work, May 2013

Honors: Who's Who of American Colleges and Universities
Captain, Cheerleading Team, 2012-13

CERTIFICATES AND TRAINING

Certificates: SIFI Supervisor Certified; State of CT Mandated Reporter Training Certified
Training: Working With Undocumented Individuals; 2020
Providing Trauma Informed Supervision; 2020

ANGELA WASUNNA



Angela Wasunna is Vice President, Emerging Markets Policy at Pfizer. In her role, she is responsible for leading the development and implementation of a coordinated approach to advance policy issues related to drug pricing, intellectual property, health systems, healthcare financing and regulatory reform in Emerging Markets.

Previously Angela was Assistant General Counsel, Intellectual Property Policy in Pfizer's Legal Division. Angela received her law degree from the University of Nairobi Kenya, and advanced law degrees from McGill University, Canada and Harvard Law School. She is admitted to practice law in the State of New York and is an Advocate of the High Court of Kenya. Before moving to Pfizer, Angela was Associate for International Programs at the Hastings Center, New York. At the Hastings Center, she managed projects on intellectual property rights, market mechanisms in health systems, and public health policy.

Angela has also served as consultant to several agencies including the World Health Organization, the Institute of Medicine (IOM), the Centers for Disease Control (CDC), the World Health Organization, the Bill and Melinda Gates Foundation, the World Bank and the Department for International Development, UK (DFID). Angela has published several peer-reviewed articles in academic journals and lectured internationally. She is co-author of the book: Medicine and the Market: Equity v Choice, Johns Hopkins University Press, 2006.

Angela currently serves as a *Corporate Council on Africa* Board Member, she also Chairs the *WIPO Re:Search Advisory Board* at the World Intellectual Property Organization and is a Steering Committee Member at the *Faculty of Law, Strathmore University, Nairobi Kenya*.

Brian M. Baxendale
8 Seaside Place, Norwalk, Ct 06855

Commissioner, Planning Commission, City of Norwalk.
 Mentor and Community Development, SCORE Fairfield County.
 Board Director, Homes with Hope.
 President, Pitney Bowes Document Communications Technologies [retired].

Life before full time career

Born in the mining valleys of Wales, UK. Graduated from Cambridge University with a MA in 1964.
 Graduate thesis: "Urban Development of Southend-On-Sea."
 Joined Ford Motor Company and later Mars Inc. before studying Industrial Administration at Bradford University [1970-1971].

Pitney Bowes Career [1971 to 2005] – Developing People and Business

Started in sales and marketing with Pitney Bowes, UK in 1971. Expanded responsibilities to cover customer service, product development, engineering, manufacturing, and finance with experience extending to Europe, Africa, Middle East, China, Japan, India, southeast Asia and Australasia.
 Came to the US in 1990 with global marketing and product line responsibilities for Pitney Bowes High Volume Processing systems
 In 1995 was appointed President of PB Document Messaging Technologies.
 In 1998 promoted to Group President and Corporate Officer of Pitney Bowes Inc.
 Member of Pitney Bowes Inc's management board [1999 – 2005]

Life after Pitney Bowes [2005 to present] – Give Back but Make Things Happen

Have worked with Habitat for Humanity, Junior Achievement, NEON and SCORE Fairfield County, Norwalk, a volunteer organization helping entrepreneurs and small businesses grow and contribute to the community.
 In my SCORE, Norwalk activities I worked with members of the Common Council, the business and community representatives helping to facilitate the update the City's Economic Plan in 2014-15 for Mayor Rilling.
 I have a strong interest in the City of Norwalk's redevelopment and achievement of a well-balanced community living space. I was appointed to the Planning Commission in 20??
 With the Planning Commission, I have worked on many issues and am pleased to have been a part of the 2020 Plan of Conservation and Development and the East Norwalk Village Plan.

Personal

Live in East Norwalk, Connecticut, with my wife, Marjolijn. Our sons, daughters and grandchildren are spread between America and Europe. I enjoy time travelling[pre-pandemic] and active involvement in the business and community locally in the greater Norwalk area.

Frances Di Meglio

Mobile Phone : (203) 216-8318

E-Mail: dimegliofranfd@gmail.com

Strategy / Relationships / Execution

PROFESSIONAL EXPERIENCE

Gunn Godfrey and Allison Law Firm
Project Administrator

March 2020 - Present

Administer Projects – Estate Administration – Estate Planning

FranDiMeglioConsulting
Consulting Services
Norwalk, Connecticut

2014 – February 2020

Consulting Services in all areas of administration, communications, public relations, crisis management, business challenges. All messages and tactics geared for achievement of client's business goals.

EXPERTISE: Strategic Communications | Administrative Efficiencies | Public Relations
| Internal/External Communication | Corporate Image | Competitive Intelligence | Social Media Strategies
| Advertising | Event Planning | Mergers & Acquisition | Project Management |

Northrop Grumman Corporation
Manager – Communications & Administration
Norwalk, Connecticut

1996 – December 2013
(Facility Shut Down)

- Member of executive management team.
- Managed all Communications, Administration and Legislative Affairs activities for Norden Systems Business Unit.
- Company Spokesperson.
- Structured administrative policies and processes.
- Created integrated communications plans. Issued news releases. Monitored issues, trends.
- Planned and implemented strategic communications for executives – media preparation, interviews, speaking engagements, expert panels, talking points.
- Organized National Press Club briefings, industry events, investor conferences.
- Structured advertising campaigns, product brochures, fact sheets, videos, scripts, annual reports.
- Managed all community outreach programs; scholarships programs, employee resource groups, employee community volunteer activities.
- Developed, tracked budgets and metrics.
- Directed and implemented federal, state and local government relations strategies.
- Public Information Officer (PIO) for Crisis Management, Emergency Response and Business Resumption teams.

Educational Background:

Sacred Heart University – Master of Business Administration

Fairfield University – Bachelor of Science - Management

Computers & Foreign Language Skills:

- Microsoft Office
- Outlook
- Social Media Platforms
- Fluent Italian
- Moderate French
- Some Spanish

Boards/Commissions:

- City of Norwalk, CT: Planning Commission – Chair
- Norwalk Police Activities League: Board Member - Executive Committee
- Chamber of Commerce, Norwalk, CT: Past Government Affairs Committee, Leadership Institute.

Other

Security Clearances

Steven Glenville Ferguson

203.524.9795

Email: ferguson06902@gmail.com

<https://www.linkedin.com/in/thebanker>

Profile

A seasoned financial business banking officer implementing business development initiatives to acquire new customer relationships and to retain current client relationships for a reputable mutually held financial institution. Perceived as a solution based team member with problem solving skills. Goal driven using relationship focused behaviors with attention to meet timely deadlines. Skilled communicator with management qualities needed to perform independently and in a team environment.

Accomplishments

Bank of America

Vice President- Business Banking Lender

2020-Present

Primary duties involve the development of new to bank business relationships in lower Fairfield County, CT. Relationship manager with a diversified loan portfolio of various businesses and industries. Presents full service suite of business banking solutions, offering business banking products to service prospective and existing business clients and their employees.

- Commercial Relationship Manager and Business Development Officer for commercial customers.
- Responsible for aggressively soliciting and servicing prospective customers, producing a variety of commercial loans. Generating and managing a portfolio of business and corresponding relationships.
- Establishing and expanding the existing book of business for branches from Greenwich to Fairfield, CT covering five branches in lower Fairfield County.
- Responsibilities include periodic financial reviews of existing clients. Review total relationship to ensure maximum utilization of all banking services and corporate initiatives are met and used. Joint calling efforts, marketing and referral management. Analyze each client's historical financial trends to anticipate current cash flow and long term needs.
- Non-Profit, Construction, SBA Express, 7A and 504, Commercial Industrial, Medical, Manufacturing and Start-Up Lending

First County Bank

Asst. Vice President- Business Banking Lender

2015-2020

Primary duties involve the development of new to bank business relationships in lower Fairfield County, CT. Relationship manager with a diversified loan portfolio of various businesses and industries. Presents full service suite of business banking solutions, offering business banking products to service prospective and existing business clients and their employees.

- Commercial Relationship Manager and Business Development Officer for commercial customers.
- Responsible for aggressively soliciting and servicing prospective customers, producing a variety of commercial loans. Generating and managing a portfolio of business and corresponding relationships.
- Establishing and expanding the existing book of business for branches from Greenwich to Fairfield, CT covering five branches in lower Fairfield County.
- Responsibilities include periodic financial reviews of existing clients. Review total relationship to ensure maximum utilization of all banking services and corporate initiatives are met and used. Joint calling efforts, marketing and referral management. Analyze each client's historical financial trends to anticipate current cash flow and long term needs.
- Non-Profit liaison for the First County Foundation. Relationship manager of the bank's community based non-profits. Monitor their long standing relationship, delivering over \$630,000 in grants per year.

- Daily communications with all referral sources, weekly branch huddles and management conference calls.
- Joint calling with senior management, branch personnel and Center of Influences to present the banking story and the community commitment to the clients we serve.
- Quarterly measures include Lending, Deposits, Merchant Services, Payroll and Cash Management

Selected Achievement:

Recipient of the Fairfield County's 40 under 40 award in 2016

Exceeded commercial loan and deposit goals for 2016, 2017 and 2018.

First Niagara Bank

Vice President- Small Business Banking

2014-2015

Primary duties involve the strategy development to identify, source and present all business banking solutions by offering business banking products to service prospective and existing business clients and their employees. (Merger with Key Bank in 10/2015 resulted in the division moving out of state, recruited by First County Bank prior)

- Responsible for establishing and expanding the existing book of business for branches from Greenwich to Shelton, CT the 14 branches in Fairfield County.
- Daily communications with all referral sources, weekly branch huddles and management conference calls.
- Joint calling with management, branch personnel and Center of Influences to present the banking story and the community commitment to the clients we serve.
- Quarterly measures include Lending, Deposits, Merchant Services, Payroll and Treasury Management

Selected Achievement: Within first 90 days of employment closed a permanent commercial mortgage in 21 days.

JP Morgan Chase Bank

Business Banker/Officer

2010-2014

Primary duties involve acquiring and the servicing of commercial, small business and private client relationships through sales efforts. Daily solicitations of various small business lending and deposit solutions. Lead prospecting contact person. Coordinate branches, center of influence and referral leads.

- Provided complex commercial lending solutions through financing options such as temporary financing, permanent commercial mortgages, lines and letters of credit.
- Coach branch personnel to implement daily activities to connect multiple layers of business opportunities.
- Lead in implementing various business development efforts, including show coaching, follow-ups on referrals and provide result to management with best practices.
- Refer and coordinate with various professional contacts to maximize relationship potentials.
- Lead business banker for new businesses in the area. Utilize all search tools in local municipals to identify new businesses.

Selected Achievement: Honored with MVP award by the National Sales Division at Chase in 2010 and 2013.

Grew book of business from 9MM to 14MM

Commerce Bank/ TD Bank, Norwalk, CT
Store Manager/Business Development Officer/Assistant Vice President

2007- 2010

Primary responsibilities included the overall management of branch sales, service, client relationship building, portfolio growth, and profitability of the branch. Develop and direct branch performance levels and implement effective solutions for revenue improvement in targeted areas.

- Provided direction and coaching to branch staff concerning pro-active sales techniques/activities, timing of campaigns and measurement of results.
- Responsible for hiring, performance improvement plans, reviews, promotions, salary recommendations and terminations of their direct reports.
- Lead analyst on client portfolios. Direct client contact and relationship building. Examine the financial structure of personal and business clients to provide sound advice to upper management for relationship expansion or reduction. Analyzing financial trends of the market, gathering reports, to facilitate staff meetings.
- Travel to prospective client's place of businesses and residences to provide exceptional service and personal touches to complex and irregular financial transactions.

People's Bank, Stamford, CT
Financial Services Manager/Assistant Vice President

2004- 2007

Primary responsibilities included the overall management of branch sales, service, client relationship building, portfolio growth, and profitability of the branch. Develop and direct branch performance levels and implement effective solutions for revenue improvement in targeted areas.

- Provided direction and coaching to branch staff concerning pro-active sales techniques/activities, timing of campaigns and measurement of results.
- Responsible for hiring, performance improvement plans, reviews, promotions, salary recommendations and terminations of their direct reports.
- Lead analyst on client portfolios. Direct client contact and relationship building. Examine the financial structure of personal and business clients to provide sound advice to upper management for relationship expansion or reduction. Analyzing financial trends of the market, gathering reports, to facilitate staff meetings.
- Travel to prospective client's place of businesses and residences to provide exceptional service and personal touches to complex and irregular financial transactions.
- Provide direction to ensure monetary and lending compliance procedures are in place to support Federal and State driven laws.

Selected Achievement: For the 2nd and 4th Quarter 2005 awarded a bank wide competition of exceeding by far in Profitability and Revenue targets. The best branch out of 160 branches in Connecticut for 4th Quarter 2005 "MVP award" for best out of the best in Feb 2006. Top performer of closed Mortgage and Equity based products of People's Bank in Annual sales for the 2006 year.

Wachovia National Bank, Stamford Executive Office, Stamford, CT

1999 - 2004

Financial Specialist Officer

Primary responsibilities involve acquiring and servicing personal and business clients. Provided deposit products, insurance, investments and residential and commercial Loans. Regular reviews of credit risk, cash flows, and financial statements to lend.

- Analyze client portfolios and make recommendations in order to assist clients in attaining their financial goals.
- Perform reviews of clients' current financial resources and financial position, identify appropriate products that will fit their needs and provide added value to their existing portfolio.
- Assist in implementing various business development efforts, including conducting telemarketing solicitations and sales seminars.
- Collaborate with the residential mortgage processing team on documentation needed, call-outs for documentation/follow-up as well as communication the loan decision to the customer.
- Plan and execute business goals and objectives to acquire \$1M in business and personal loans; \$650k in new client deposit accounts; and \$300k investment portfolios per month.

Selected Achievement: Inducted into "*High Five Club*" within one year of employment.

Education/Certifications:

- University of Connecticut-pursuing Bachelor of Science in Business Administration
- Massachusetts Banking Institute- Certified Commercial Lender
- Connecticut Conference of Municipalities CCM trained
- State of Connecticut Life and Health Insurance License
- Investment Company Products/ Variable Contracts-Series 6
- Investment Company Products/ Variable Contracts-Series 26
- Uniform Securities Agent State Law Exam-Series 63
- National Mortgage License ID 201750
- American Bankers Association- Business and Consumer Credit Underwriting, Tax Preparation and Review.
- State of Connecticut Notary Public

Boards/Interests:

- Vice Chairman- Planning and Zoning Commissioner City of Norwalk, CT 4th Term
- City of Norwalk Capital Budget member
- President-Board of Directors Human Services Council
- Board of Directors (Treasurer) Side by Side Charter School Norwalk, CT
- Board of Directors STAR Lighting the Way, Inc.
- Past Secretary of the Rotary Club Norwalk CT
- Ambassador Norwalk, CT Chamber of Commerce

References upon request

Jacquen Jordan-Byron
100 San Vincenzo Place #5
Norwalk, CT 06854

Cell: (203) 822-3523
Home: (203) 854-5456
Email: jjbyron1@hotmail.com

D

Summary: Experienced professional with excellent people skills, focused on strengthening relationships.

Education and Training:

2017-2018	The Graduate Institute, Bethany, CT Certificate in Transformative Coach and Training
2013 - 2011	University of Bridgeport, Bridgeport, CT Cum Laude, Bachelor of Science. Major-Business Studies & Minor-Psychology
2012	University of Oklahoma, Tulsa OK. - National Resource Center for Youth Services Certified Trainer/Consultant in Managing Aggressive Behavior and Trauma Informed Care. Group training on applied behavior modification, for awareness, safety and risk assessment.
2011- 2012	ICCCR at Teachers College, Columbia University, New York NY Continuing Professional Studies in Conflict Resolution and Mediation

Experience:

2000- 2018	<u>Charter Brokerage LLC, 383 Main Avenue, Norwalk CT 06851. Senior Accounting Clerk:</u> Proficient knowledge and practice of Accounting Principles using various accounting software platforms. Excellent communication and resolution skills. Front office customer service, record retention and administrative office support. Included but not limited to: • A/P: Daily on-demand checks processing for over 100 freight forwarders, vendors and U.S. Customs and Border Protections. • A/R: Record and collect revenue from over 20 international energy clients via wire and ACH. Distribute monthly statements; keep weekly status reports for customs audit purposes. • Billing: Generate daily and periodic imports and exports invoices for vessel, rails, and truck entries. Apply knowledge of contracts and billing rates. Respond to client inquiries.
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Software:	Exceptional knowledge and application of Microsoft Office Suite (MS Word, Excel, Power Point, etc.) Accounting software: Peachtree, Cargo Wise, FITS (First-in/First-out) Inventory system.
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Community Civic Service:

2020 - Ongoing	Vice Chair of Norwalk Democratic Town Committee – Support candidates with all election events such as: fundraising, recruitment, community outreach, and voting poll support.
2020 - Ongoing	Vice Chair of Norwalk District B – Co-chair monthly meetings with South Norwalk leadership. Bring awareness to the community about changing events. Participate in networking events online.
2002- Ongoing	Connect the Dots Moving Forward: Trainer. Collaborative onsite workshops for Direct Care Providers and Clients in: Conflict Resolution and Trauma Informed Care.

License / Permit:	State of Connecticut Notary Public. Expiration: 2024
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PROFESSIONAL EXPERIENCE

Bridgewater Associates, LP, Westport, Connecticut

October 2011—Present

Product Manager of Client Service and Marketing Technology

December 2018—Present

- Responsible for the product visions, designs, delivery, and stakeholder/change management for strategic & legacy products covering client operations, reporting/distribution, and business intelligence
- Responsible for the full client rollout of an upgraded client portal, from internal beta testing to external pilot through final delivery, improving the overall client user expertise and leading to a 3x increase in activity on the client observatory
- Developed, built and maintains Client Service and Marketing's first business intelligence platform across Bridgewater's key digital platforms leading to improved marketing (e.g. via insights into prospect interaction); content focus (e.g. via what clients actually interact with); and operational efficiency (e.g. improved ROI calculations)
- Reduced client/sales team inefficiencies (~10%) by streamlining business processes and improved automation, especially targeting cross-department processes and operations
- Designed and run the team and process for daily distribution of Bridgewater's Daily Observation (daily research for clients) as a web publication leading to improved readership and faster content evolution
- Improved distribution and email delivery/metrics by onboarding a new B2B email platform upgrading from a homegrown email application and leading adoption efforts

Product and Operations Manager, Client Service & Marketing Department January 2016— December 2018

- Product manager for Salesforce instance, owned the vision and prioritization of improvements. Drove product enhancements, delivery, and change management leading to improved efficiency, workflows, and platform adoption for client teams, as well as 1.5x development capacity for engineers through migration off an antiquated encryption platform.
- Managed the beta testing program for Bridgewater's external portfolio construction tool (RBT/Risk Budget Tool) with clients while ensuring comprehensive client onboarding and feedback gathering across 40 clients resulting in a better-informed vision and rollout for the tool
- Advised and assisted senior management in running the Client Service efforts overseeing ~\$70 billion in assets under management including: business planning, project/talent management, organizational design and capacity resourcing
- Designed and evaluated current client strategic value with our business model and established the separation process resulting in ~\$1 billion additional alpha capacity for key clients and ~10% in operational savings

Deputy Chief of Staff, General Counsel

January 2015—January 2016

- Served as partner to the General Counsel in running the Legal and Regulatory Department, focusing on strategic planning, executive support, and resource optimization
- Influenced senior management to combine three disparate legal groups into one department and created an operations team, improving efficiencies and saving >\$1 million per year

Chief of Staff, Compliance Department Head and Chief Compliance Officer

January 2014—January 2015

Compliance Associate, Compliance Department

October 2011—January 2014

Covington & Burling LLP: Paralegal, New York, New York

June 2010—October 2011

OTHER EXPERIENCE

City of Norwalk Zoning Commission: Commissioner

January 2019—Present

Norwalk/Nagarote, Nicaragua Sister City Program: Board Member

November 2018—Present

Norwalk Family and Children's Agency: Junior Board Member

May 2016—August 2021

The College of William & Mary, Williamsburg, Virginia

August 2006—May 2010

Bachelor of Arts in Government, Minor in Chinese Language & Culture

R

Tamsen (Tammy) C. Langalis
11 Indian Spring Rd.
Norwalk, CT 06853
Tammy.Langalis@Raveis.com
203-644-2393

Employment:

William Raveis Real Estate, Norwalk/Rowayton, CT; Realtor 2007- present

Coldwell Banker Residential Real Estate, Norwalk, CT; Realtor 2003-2007

Liz Claiborne and Evan-Picone Sportswear, New York, NY; Sales 1984-1994

Community Involvement:

Sixth Taxing District, City of Norwalk; Commissioner and Chair; 2007- present

Planning Commission, City of Norwalk; 2017 - present

Board of Assessor Appeals, City of Norwalk; volunteer 2008-2011

United Church of Rowayton, Norwalk, CT; Nominating Committee 2020 — present; Deacon 2016-2019,
Board of Christian Outreach 2014-2018, Board of Christian Education 2002-2006, member 1997-present

Rowayton Civic Association; Board Member and volunteer 2000-2005

Norwalk Land Trust; Member and volunteer 2006-present

Rowayton Gardeners; Member 1998-present

Professional Associations:

Consolidated Multiple Listing Service, Greater Fairfield County

National Association of Realtors

Darien Board of Realtors

Education:

Skidmore College: Bachelor of Science, 1984

References upon request.

Hector Pachas

Entrepreneur | Photographer

Skills

Experience

Hector Pachas

60 George Ave.
Norwalk, CT 06851

203.539.1641
hecto@hectorpachas.com

Management. Conflict Resolution. Photography. Expression Coaching. Technology Deployment. Networking. Mentoring. Customer Service. Programming. Business Analysis. Business Development. Quality Assurance.

Hector Pachas Photography / Owner | Headshot Photographer

Jul 2018 - PRESENT, Norwalk CT

* As a professional headshot photographer, I help professionals and businesses stand out with their images. **You know this:** By the time you meet someone, they've probably already looked you up online and have a preconceived image of you.

* Ownership of the business involves connecting clients with business connections in the area to enhance the business community.

Abacus Analytics /

Developer | Production Manager | Technology Director
Jan 2004- Sep 2017 Stamford CT

* Supervise quality assurance of outsourced projects.

* Deliver a number of successful implementation projects to interface company products with different delivery mechanisms (Perl).

* Administration of Technology infrastructure (Linux/Windows, Active Directory (2000))

Telefonica / Regional Supervisor Assistant

Jan 1995 - Aug 2000, Lima Peru

* Preparation and development of strategies oriented towards improvement of quality of service as well as deploying customer attention protocols to be used company wide.

* Assist management with the creation of tools to aid in the evaluation and improvement of personnel.

Education

University of Connecticut / Bachelor's Degree, General Studies,
Focus on Information Technology and Corporate & Organizational
Studies

2005 - 2006, Stamford CT

Norwalk Community College / Computer Systems Technology

2000 - 2004, Norwalk CT

Inicel / Digital Communications and HR Management

1999 - 2000, Lima Peru

Volunteering

Greater Norwalk Hispanic Chamber of Commerce / Trustee |

Lead Coordinator Event Planning

Nov 2021 - Present

Greater Norwalk Hispanic Chamber of Commerce / Executive
Committee

2020 - Nov 2021

Silvermine Elementary School / School Governance Council

Board Member

2020 - Present

10000 Headshots / Lead photographer during Free Headshots for
the Unemployed

July 2020, Norwalk CT

NowWeWork / Lead photographer during Free Headshots for the
Unemployed

July 2020, Stamford CT

Norwalk Community College / UPLIFT Program Mentor

December 2021, Norwalk CT

Michael G. Mushak, ASLA

50 Elmwood Avenue

Norwalk, CT 06854

mgmla@optonline.net

(203) 838-4482

Landscape Architect

Licensed in Connecticut, New York, and New Jersey

Education

Bachelor of Science in Landscape Architecture, Rutgers University 1982

Professional Experience

President, Tuliptree Site Design, Inc., Norwalk, CT. 2003 to present
Design/build landscape architecture firm, community and residential projects.

President, Michael G. Mushak, Landscape Architect, Pound Ridge, NY 1995 to 2002
Residential landscape architecture.

Landscape Architect, Pound Ridge Nurseries, Inc., Pound Ridge, NY 1990 to 1994
Residential landscape architecture.

Staff Designer, HOK Architects, PC, New York, NY 1989 to 1990
Corporate landscape architecture and urban planning.

Staff Designer, Kelly - Varnell, Landscape Architects, New York, NY 1987 to 1988
Historic Olmsted park restoration (Central Park).

Designer/Manager, Philip Baloun Designs, Inc., New York, NY 1982 to 1987
Large-scale, international special event design and installation.

Published Projects and Awards

Architectural Digest, Country Living, Greenwich Magazine, Hudson Valley Magazine, Metropolitan Home, New York Times, American Institute of Architects Design Award.

R. Richard Roina

ATTORNEY AND COUNSELLOR AT LAW

38 Post Road West
Westport, CT 06851

Telephone (203) 838-8804
Facsimile (203) 222-7788

e-mail: rrroina@att.net

RESUME

EXPERIENCE:

January 1, 1994 to Present:

Sole Practitioner, 160 Water Street, Norwalk, Connecticut 06854; with a move in 2006 to 11 Goldstein Place, Norwalk, Connecticut 06855; with a move November 2010 to 16 River Street, Norwalk, CT 06855 and a move in February 2014 to 38 Post Road West, Westport, CT 06880 and then back to a home office in Norwalk by January 2022.

Approximately 99% of practice devoted to residential and commercial real estate acquisition and financing.

Zoning Commissioner, City of Norwalk – one three-year term and recently reappointed.

June 1979 to 1994:

Partner, Roina, Fiore & Fiore, 96 East Avenue, Norwalk, Connecticut 06851
Approximately 95% of practice devoted to residential and commercial real estate acquisition and financing, developer representation.

August 1975 to 1979:

Sole Practitioner, 189 East Avenue, Norwalk, Connecticut 06851 with a move in 1977 to 96 East Avenue, Norwalk. Equal split between real estate and civil litigation.

August 1973 to 1975:

Tierney, Anthony & Whelan, 7 Benedict Court, Greenwich, Connecticut 06830
General Practice: Focused on civil litigation

EDUCATION and LICENSE:

New England School of Law
Boston, Massachusetts
Juris Doctor Degree
Graduated Cum Laude

June 1973

Admitted to Connecticut Bar

September 11, 1973

Juris No. 050824

Louis Schulman

23 James Street, Norwalk, Connecticut 06850
 Phone: 203-846-2854 - Cell: 203-851-2330 - E-Mail: louissschulman@hotmail.com

Objective

To secure a volunteer position with the City of Norwalk where I can apply my intelligence and the skills I have acquired over a forty-five year career in public and non-profit service.

Skills

- Strong management skills including supervising and working with people, operations, and finances.
- Understanding the relationships between and among City departments and an ability to work well with a diverse group of people.
- Consensus building.
- Extensive experience and ability to work with local, state, and federal governments at all levels.
- Strong planning skills

Experience

Norwalk Transit District, Norwalk, Connecticut

5/76 - 1/15

Administrator (Chief Executive Officer)

- Responsible for overseeing and directing a staff of 150 managing a 100-vehicle public transit network operating throughout southwestern Connecticut; also serving areas as far north as Danbury and as far east as Milford.
- Growing the service over thirty-eight years from 19 vehicles to 100.
- Securing annual operating funds from Norwalk, Westport, Stamford, and Wilton, as well as the State Department of Transportation.
- Securing on-going capital funds from the federal and state governments to maintain a state of good repair as well as funding for service expansions and the introduction of new technology.
- Securing \$20,000,000 in federal and state funds to construct two bus storage, maintenance, and administrative facilities. When the District outgrew the older facility, negotiating with the federal government to secure the facility for the City of Norwalk's use at no cost to the City.
- Securing over \$16,000,000 in federal and state funds for City of Norwalk projects carried out by City agencies, including construction of the South Norwalk rail station and garage.
- Securing federal and state funds to restore four of Norwalk's WPA murals.
 Commissioning eight original works of art and funding arts projects at the South Norwalk rail station and under the Washington Street rail bridge.

Operation SPEAR, Norwalk, Connecticut

2/70 – 12/75

Executive Director

12/72 – 12/75

Oversaw the operation of an inpatient and outpatient drug abuse treatment program, and a drug use prevention program.

Administrative Assistant

2/70 – 11/72

Secured federal and state operating funds and oversaw all administrative functions.

Norwalk Economic Opportunity Now

11/70 – 1/70

Administrative Assistant

Prepared grant applications.

VISTA (Volunteers in Service to America)

9/68 – 6/70

VISTA Volunteer at the Community Action Agency, Danbury, Connecticut

Community development work in a poverty area of the City of Danbury. Operated a community youth center and helped to develop the first federally funded day care center in Danbury.

Other Community and Board Service

- National Academy of Sciences (Transportation Research Board), currently part of a team overseeing a national study of remote learning for front line transit employees.
- Treasurer of the Human Services Council of southwest Connecticut. Chaired the Community Indicators study three times.
- Mayor's representative to and Treasurer of the South Western Regional Mental Health Board.
- Board member, Norwalk Senior Center.
- Participated in or oversaw more than 25 local, regional, and statewide transportation and community development studies.
- Presented at more than 20 national, regional, and statewide transportation and urban development conferences.
- Former member of the Metropolitan Planning Organization.
- Former Chair, Connecticut Association for Community Transportation.
- Former member, and legislative committee chair, Transit for Connecticut.

Education

B.A. Queens College of the City University of New York

GALEN WRIGHT WELLS
 224 West Norwalk Road
 Norwalk, Connecticut 06850
 Phone: (203) 866-9045
 Fax: (203) 866-9078
 Email: gwwells@optonline.net

EDUCATION:

New York University
 New York, New York

LL.M. 1985

William Mitchell College of Law
 St. Paul, Minnesota

J.D. 1975

J.D. cum laude, American Jurisprudence Award in Commercial Transactions

Hamline University
 St. Paul, Minnesota

B.A. 1972

ADMITTED TO PRACTICE:

State of Minnesota:
 State of New York:
 State of Connecticut:

1975

1987

1992

PROFESSIONAL EXPERIENCE:

GALEN W. WELLS, ATTORNEY AT LAW
 Norwalk, CT

1997-present

Practice with a focus on real estate law including purchase, sale and financing of real estate, leases, title searches, evictions the collection and foreclosure of unpaid condominium common charges.

WILCOX, WELLS & STEINBERGER
 Westport, CT

1992-1997

Position: Partner

Practice emphasized real estate law; represented clients in the purchase and sale of real estate, the negotiation of construction contracts and leases, title searches, refinancing transactions, and zoning matters.

FIRST NATIONWIDE BANK
 New York, NY

1988-1992

Position: Vice President and Senior Counsel

Responsible for all legal aspects of administering a complex \$240 million revolving loan secured by more than 80 properties nationwide, including extension of credit under various lines of credit, substitution of collateral and perfection of security interests in new collateral. Represented the bank in the workout of the revolving loan and on the foreclosure of loans in the bank's portfolio in New York, New Jersey, and Pennsylvania. Primary Counsel for the bank's investment lending offices in New York, New Jersey and Atlanta. Worked with the Director of Environmental Services to design an environmental compliance program for the bank; interviewed consultants, drafted master consulting contracts for Phase I, Phase II and Phase III audits; reviewed policies and procedures and participated in a program to educate bank officers. Evaluated the impact of CERCLA on the Bank as lender, investor and secured

Darius Williams

Marketing, Branding, & Public Relations Consultant

Professional marketing, public relations consultant with a commitment to public service; Darius has a proven track record of cross-sector work intended to increase the quality of life of -- and provide greater services to -- the broader community.

✉️ darius.williams1029@outlook.com

📍 57 Marlin Drive, Norwalk, CT 06854

📞 (203)-945-9386

🌐 [linkedin.com/in/dlw1029](https://www.linkedin.com/in/dlw1029)

WORK EXPERIENCE

Marketing & Branding Consultant Freelance

2017 - Present

Achievements/Tasks

- Examine company profile and operations to gauge needs.
- Assess consumer/community perception.
- Develop and propose marketing strategy with goals and benchmarks to be met.
- Execute key objectives and actively survey outcomes.

Marketing, Communications Assistant Mid-Fairfield Aids Project

2015 - 2017

Non-profit health services provider

Norwalk, CT

Achievements/Tasks

- Special events fundraising
- Community events coordination
- Social media management
- Volunteer trainer, liaison

EDUCATION

Secondary

Brien McMahon High School

08/2014 - 06/2018

Norwalk, CT, 06854

Courses

- AP Government & Politics
- AP Psychology
- Honors Principles of Biomedical Science

Post-Secondary

University of Connecticut - Stamford

08/2018 - 06/2022

Stamford, CT, 06901

Major

- Political Science, Macro-Economics

SKILLS

Organizational Development

Project Management

Data Analysis

Local & Federal Zoning Law

Marketing

Social Media Advertising

Research & Strategy

Public Service

CERTIFICATES & TRAINING

CPR/ AED (2018 - 2020)

American Red Cross

Overdose Prevention, Narcan Administration
(2017 - Present)

Norwalk Hospital

Youth Mental Health First Aid (2017 - 2019)

American Red Cross

ORGANIZATIONS

Norwalk International Cultural Exchange (NICE)
(2020 - Present)

Member, Board of Directors

Norwalk Acts (2020 - Present)

Member, Policy & Advocacy Task Force

Oak Hills Park Authority (2019 - 2021)

Member, Board of Directors; chair, Marketing & PR Committee

Census Complete Count Committee (2019 - 2020)

Chair, Business & Outreach Subcommittee

League of Women Voters, Norwalk Chapter
(2018 - Present)

Co-Chair, Events

Norwalk Democratic Town Committee (2018 - Present)

Co-Corresponding Secretary

LANGUAGES

English

Native or Bilingual Proficiency

Spanish

Limited Working Proficiency

MARY PENISTON

Phone: 203-858-0870 | E-mail: marypeniston@gmail.com | 56 Cedar Crest Place | Norwalk, CT 06854

NON-PROFIT EXECUTIVE/PHILANTHROPY & FINANCIAL PROFESSIONAL

Respected non-profit executive with extensive experience in developing and leading growth strategies; managing operations and multi-faceted projects; and facilitating community outreach - in education and early childhood fields. Philanthropy work includes managing an international agency grant portfolio, supporting senior staff at a national foundation, serving as a board member of a local foundation, and extensive grant writing. Strong skill set in finance honed through work in international commercial banking, national banking system in Nicaragua, and community development banking in US. **Core competencies include:**

- Strategic Planning • Cross-Sector Alliance Building • Project Management • Financial & Data Analysis
- Multi-lingual (Spanish-fluent, Portuguese-conversational) • Strong Writing and Presentation Skills • Solid Technology Skills

PROFESSIONAL EXPERIENCE

National Service Office for Nurse Family Partnership & Child First, Denver, CO 2020 - present
CHILD FIRST NATIONAL PROGRAM DIRECTOR

- Identify and develop opportunities to expand implementation of Child First model; assess landscape of early childhood systems and service needs; negotiate public and private funding for start-up and sustainability; and guide start-up
- Cultivate and maintain a vibrant network of affiliates and national, state, and local partners
- Co-manage and facilitate integration of Child First into National Service Office as result of December 2020 merger with Nurse Family Partnership (only staff person along with CEO and Board members as part of merger negotiations)

Child First, Inc., Trumbull, CT 2009 - 2020
CHIEF PROGRAM OFFICER/CHIEF OPERATING OFFICER

- Developed and implemented national replication framework in partnership with founder, resulting in robust network of 21 affiliates in 3 states (CT, FL, NC) serving 2,000 children a year
- Managed operations of new National Program Office; in 5 years, grew from 3 to 18 employees with \$3.5 m budget
- Developed operational framework to establish Child First as a 501(c)3 in 2013, supporting formation of founding board, hiring of staff, and set-up and oversight of finances, support services, and policies
- Co-developed plan and financing for three waves of expansion in CT and managed operations of CF through intermediary organization, Child Health & Development Institute

Norwalk Public Schools, Norwalk, CT 2001-2009
SPECIAL ASSISTANT TO THE SUPERINTENDENT FOR RESEARCH, PLANNING & DEVELOPMENT

- Led development of Norwalk Early Childhood Plan, recognized by CT Legislature, laying foundation for expanded community access to affordable, high quality preschool
- Co-founder of Norwalk After School Alliance that improved quality of and access to afterschool programs
- Oversaw projects addressing disproportionality in discipline policies; special education identification & costs; school safety
- Part of core team that developed two district technology plans
- Led efforts to raise over \$5 million in grant funding

Ford Foundation, New York, NY 1995-2000
CONSULTANT, INTERNATIONAL GRANTS

- Evaluated grant proposals and portfolios for 2 program officers and Asst Director, Human Rights & Int'l Cooperation
- Wrote white paper on impact of technology on work of grantees

NJ Community Loan Fund, Trenton, NJ 1993 - 1994
DIRECTOR, TECHNICAL/LENDING SERVICES

- Developed and monitored loan portfolio of \$3 million for affordable housing in low-income communities in NJ

Swedish International Development Authority (SIDA), Managua, Nicaragua 1988 - 1990
WOMEN-IN-DEVELOPMENT PROGRAM OFFICER

- Formulated and implemented investment strategy to broaden women's role in Swedish bi-lateral aid in Nicaragua
- Planned, programmed and administered \$400,000 budget funding Nicaraguan women's organizations

- Evaluated SIDA funded projects in Central America

Central Bank of Nicaragua, Managua, Nicaragua

1982 - 1986

ADVISOR TO THE FIRST VICE-PRESIDENT

- Monitored international departments of nationalized banks
- Spearheaded introduction of PCs into banking system and projects to improve reporting systems including debt management
- Led professional development project in NY & Canada for Sr. staff in international departments of banks

Manufacturers Hanover Trust, NYC, NY

1979 - 1982

INTERNATIONAL BANKING OFFICER

- Jr. Credit officer on two-person team managing Portuguese desk with \$750 million loan portfolio
- Completed one year management training program for credit officers

EDUCATION

PRINCETON UNIVERSITY, School of International & Public Affairs, *MPA in International Development* (1993)

HARVARD UNIVERSITY, *BA, cum laude in Latin American History and Literature* (1977)

Universidad de los Andes, Bogotá, Colombia, *One-year fellowship, Committee on Latin American Studies, Harvard* (1976)

AFFILIATIONS

- Member of National Home Visiting Model Alliance (2017 - present)
- Member of CT Early Childhood Alliance (2008 – present)
- Member of Governor's Early Childhood Cabinet Executive Committee, CT (2008-2009)
- Founding Member of Norwalk ACTS (Collective Impact initiative in Norwalk, CT) (2005- 2009)
- Commissioner, Planning Commission, Norwalk, CT (appointed 2018)
- Founding Board Member, Norwalk Children's Foundation (2005 – 2012)
- Advisory Board, Norwalk Sister City (partnership with Nagarote, Nicaragua) (2000- present)

R

Andy's Bio

NAME: Andrew T. Conroy **PARTY AFFILIATION:** Republican

ADDRESS: 17 Old Witch Court, Rowayton, Norwalk, CT (since 1985)

EDUCATION: Masters of Business Admin, C.S.U., Fullerton;
B.A. (double) in Economics, and in Bus. Management, C.S.U., Fullerton.

OCCUPATION: Retired. Prior to retirement, SEP as a marketing and advertising consultant and project manager: SEM, SEO, and Pay-for-Performance with emphasis on the later. Previous employment follows.

PROFESSIONAL: Following college, US Army Officer with Armored Cavalry and Infantry assignments in the U.S., Europe and Asia. Post Army, executive in the health care products/beauty aids industry at Scherer Medical Surgical, then in Max Factor, Hollywood; moved with company to Greenwich, CT in 1985, after its purchase by KKR and Revlon. Worked in Revlon as a Marketing Admin VP and Business Integrator.

PUBLIC SERVICE: Most Recently -- Zoning Board of Appeals (Chairman), J.P. and R.T.C. member. Previously -- R.T.C. Chairman, Treasurer Sixth Taxing District, five 2-year terms on the Norwalk Common Council, C.C. President in 2000, Chairman of Council Finance and Public Works Committees, as well as roughly a dozen School Building Committees, Norwalk Zoning Commissioner, Board Member Rowayton Library, Norwalk Senior Center, and Area 9 Cable Council. Instrumental in securing Federal and State funding of several Norwalk and Sixth Taxing District projects 1995 - 2015.

PERSONAL: Wife, Stella, recently retired. She worked developing leasing systems at Wells Fargo and previously at G.E. Capital. Daughters: Amy, our youngest, attended Norwalk schools K through 12, Hamilton College, and Brooklyn Law. She and her husband are both Diplomats and have been posted to Washington D.C., India, Britain, and Columbia. They have one child. Eldest daughter Kimberly resides in Newport Beach California with her husband, a manufacturing company founder, and their three children.

Lee H. Levey, A.I.A., LLC

D

A R C H I T E C T



LEE H. LEVEY AIA ARCHITECT
100 COMSTOCK HILL AVENUE
NORWALK, CT 06850

PROFESSIONAL PROFILE

EDUCATION

Pratt Institute, Bachelor of Architecture, 1976
Harvard University, Graduate School of Design,
Professional Development courses, 1986, 1987, 1997, 2001

EMPLOYMENT

Robert E Schwartz AIA Architects, Greenwich, CT
February, 1977 through September 1987. Senior
Staff Architect

Lee H. Levey AIA Architect LLC, Norwalk, CT
Firm established in October 1987.

REGISTRATIONS

American Institute of Architects
State of Connecticut, License Number 6789
New Jersey Board of Architects
New York State Association of Architects
National Council of Architectural Registration Boards

PROJECT TYPES

Residential Renovation and Additions
Historic Preservation
Single Family Residences
Commercial Office Interiors and Facility Planning
Building Envelope Investigations
Expert Witness

Lee H. Levey, A.I.A., LLC

ARCHITECT



COMMUNITY SERVICE

Norwalk Association of Silvermine Homeowners,
President, 1995-2003 and 2009-2011
Norwalk Preservation Trust, Board of Directors, Vice President 2011-2013
Norwalk Library, Board of Directors, 1999-2006
Norwalk Common Council, 2005
Norwalk Planning Commission, 2006-2008

PERSONAL INFORMATION

Born June 27, 1953, Cleveland, OH
Married to Mona B. Levey, 27 years
Norwalk resident 27 years in Silvermine

David G. Westmoreland

50 Elmwood Avenue, Norwalk, CT 06854 203.505.8423 dgwestmoreland@yahoo.com

Skills Overview

A seasoned professional with extensive experience - specific skills and strengths include:

- Project Management
- Oral and Written Communications
- Leadership and Team Player
- Technology Application
- Financial Management
- Horticultural Knowledge
- Real Estate Development
- Historic Preservation

Education

Master of Landscape Architecture
Cornell University 2006
Concentrations in Real Estate Development
and Historic Preservation

Bachelor of Business Administration
Baylor University 1981
Major: Computer Science and Insurance

Computer Skills

AutoCAD, Photoshop, SketchUp, MS-Word/Excel/PowerPoint/Project

Relevant Professional Experience

Landscape Architect, Tuliptree Site Design June 2009-present
Responsible for all aspects of site development for residential properties for design-build firm, including design, cost estimates, project planning and construction management. Develop site plans, grading plans, storm-water management plans and reports, planting plans and construction details. Work with various state and federal regulatory agencies for permit approvals, including USACE, NYS DEC, CT DEEP and various local agencies. Develop budgets, book-keeping and financial reporting. Introduced and integrated automation into firm.

Project Manager, Daniel S. Natchez & Associates June 2007-May 2009
Responsible for all aspects of site development for waterfront residential properties and commercial marinas, including design, cost estimates, project planning and construction management. Develop site plans, grading plans, storm-water management plans and reports, planting plans and construction details. Work with various state and federal regulatory agencies for permit approvals, including USACE, NYS DEC, CT DEEP and various local agencies. Recommended and managed upgrades of computer systems for firm.

Project Manager, Tuliptree Site Design June 2006-May 2007
Responsible for proposal development, planting plans, construction details and office management for residential landscape design-build firm.

Guest Lecturer, Cornell University Spring 2007
Prepared and presented workshop: *Landscape Preservation of Burying Grounds*. Course included landscape history of burying grounds and cemeteries, preservation analysis and planning as well as demonstrations of preservation methods.

David G. Westmoreland

50 Elmwood Avenue, Norwalk, CT 06854 203.505.8423 dgwestmoreland@yahoo.com

Project Manager, St. Paul's on the Green Summers 2004-06
Developed and implemented preservation plans for Colonial and Victorian
Period Burying Grounds. Obtained necessary regulatory approvals from state,
city and courts. Supervised six-man landscape crew. Designed planting plans
based on historical references for site. Developed plans for new cremation
memorial garden.

Teaching Assistant, Cornell University 2004-06
Tutor for site engineering course in landscape architecture program and
fundamentals principles of real estate development course in real estate
program. Grade all student assignments, projects and tests.

Other Professional Experience 1981 - 2003
Successful career in corporate information technology as Vice President, Airport
Systems Development at American Airlines and Chief Information Officer at
Arrow Electronics. Relevant experience includes strong project management
skills, financial evaluation and budgeting, oral and written communication skills,
technology management, leadership and team player roles on multi-national,
interdisciplinary teams.

Professional Affiliations

American Society of Landscape Architects - Professional Member
American Institute for Conservation of Historic & Artistic Works - Associate
Member
Connecticut Trust for Historic Preservation
National Trust for Historic Preservation
Association for Gravestone Studies
Greater Norwalk Chamber of Commerce

Current Volunteer Positions

Commissioner and Chair, Second Taxing District, City of Norwalk, 2013 - present
Commissioner and Chair, City of Norwalk Historical Commission, 2009 - present
Director, Norwalk Historical Society, 2007 - present
Treasurer, Miss Laura Raymond Homes, Inc. Board of Directors, 2010 - present



CITY OF NORWALK
Norwalk Health Department

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Health Department Grant Authorization Requests
Date: December 8, 2021

1. Women, Infants & Children (WIC) Program

The Norwalk Health Department received an amendment to the existing contract agreement in effect between Optimus Healthcare, Inc. and the City of Norwalk to extend services as a subcontractor under the WIC Program which administers the special supplemental nutrition program. We request the following authorizations to enable us to continue providing services through September 2022:

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Optimus Healthcare, Inc for the purpose of providing special supplemental nutrition services in accordance with the Connecticut WIC Program Plan in the amount of \$291,375 for the period October 1, 2021 through September 30, 2022.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to implement WIC Program services for the period October 1, 2021 through September 30, 2022.

Program Description: WIC is a Federally funded supplemental nutrition program available to low-income pregnant and postpartum women, as well as infants and children up to 5 years old. WIC provides nutrition education and counseling, breast feeding promotion and support, nutritious foods, and help in accessing community resources to clients enrolled in the program.

2. Enhanced Detection, Response, Surveillance and Prevention of COVID-19

The Connecticut Department of Public Health, as part of the Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity (ELC) Cooperative Agreement, has set aside additional funding to support local public health efforts. The funding is intended to enhance detection, response, surveillance and prevention of COVID-19. The Norwalk Health Department has been allocated an additional \$495,935.38 for the 15-month project period from March 1, 2022 through July 15, 2023. We are requesting the following authorizations:

- 2a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept funds from the Connecticut Department of Public Health in the amount of \$495,935.38, for the period beginning March 1, 2022 through July 15, 2023 for the enhanced detection, response, surveillance and prevention of COVID-19.
- 2b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to implement enhanced detection, response, surveillance and prevention of COVID-19 activities for the period March 1, 2022 through July 15, 2023.

Amendment to the Subcontract for WIC Program Services

Between

Optimus Health Care, Inc.

and

City of Norwalk

THIS AMENDMENT ("Amendment") to the Subcontract for WIC Program Services is entered into on this 7th day of September 2021, by and between Optimus Health Care, Inc. ("Optimus") and the City of Norwalk (the "City").

WHEREAS, Optimus and the City entered into a Subcontract for WIC Program Services (the "Subcontract") on October 1, 2018, wherein the City would provide WIC program services as a subcontractor of Optimus; and

WHEREAS, the parties desire to amend the term of the Subcontract.

NOW THEREFORE, for the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

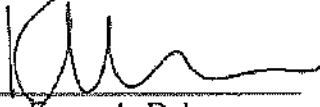
1. Article II of the Subcontract is deleted in its entirety and shall be amended to read, "The term of this Subcontract shall commence on the Commencement Date and shall terminate on September 30, 2022 (the "Term"), unless earlier terminated as set forth in Article VI."
2. All of the other terms and conditions of the Subcontract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized representatives, each intending to be legally bound hereby, on or as of the date first set forth above.

City of Norwalk

By: _____
Harry Rilling
Its: Mayor

Optimus Health Care, Inc.

By:  _____
Karen A. Daley
Its: Interim Chief Executive Officer

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH



Manisha Juthani, MD
Commissioner

Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

November 12, 2021

Ms. Deanna D'Amore, MPH
Director of Health
Norwalk Health Department
137-139 East Avenue
Norwalk, CT 06851

Re: Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity Supplement (ELC2) Enhancing Detection Cooperative Agreement: Funding Application for the Enhanced Detection, Response, Surveillance and Prevention of COVID-19

Dear Ms. D'Amore:

The State of Connecticut, Department of Public Health (DPH) is pleased to inform you of additional federal funding that has been set aside to support local public health efforts.

This funding comes from the Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity Supplement (ELC2) Enhancing Detection Cooperative Agreement, which provides an additional \$20 million to support local public health efforts to enhance detection, response, surveillance, and prevention of COVID-19 in Connecticut. Funding for local public health will be allocated to all 64 local health departments/districts. The allocation of funds is based on population estimates (2020) and poverty (2019) levels for each jurisdiction. This funding will need to be expended and closed out by July 15, 2023.

Please note that this funding will be allocated subject to contract. All Local Health departments/districts will need to identify an individual who will be responsible for entering information into CoreCT. Training sessions on the CoreCT system will be offered to anyone who needs it.

This funding is intended to enhance local efforts supporting COVID-19 testing activities, surveillance, and prevention of further COVID-19 transmission and preparedness plans for other infectious diseases. Local public health is an essential partner in the State of Connecticut's response to COVID-19 and this funding strengthens statewide capacity to continue responding to the pandemic.

Attached please find the ELC Enhancing Detection Cooperative Agreement Funding Application for the 15-month project period March 1, 2022, through May 31, 2023, and the Department's Allocation Plan.

Your ELC Enhancing Detection Cooperative Agreement LHD Total Allocation (15 months): \$495,935.38



Phone: (860) 509-7101 • Fax: (860) 509-7111
Telecommunications Relay Service 7-1-1
410 Capitol Avenue, P.O. Box 340308
Hartford, Connecticut 06134-0308
www.ct.gov/dph

Affirmative Action/Equal Opportunity Employer



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Manisha Juthani, MD
Commissioner



Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

Payments will be made on a quarterly basis (every three months). Reporting is required every two months. Once paperwork is received, reviewed, and approved the payment will follow shortly thereafter.

This funding is provided to build upon the activities funded in ELC1. These funds are intended to complement and not duplicate resources from any other federal source, including those previously awarded via the ELC Cooperative Agreement. These resources can be applied to plan for and address the public health response to COVID-19 and future infectious disease events.

We ask that you complete the ELC2 Funding Application Form, including your proposed activities and outputs/outcomes as well as a detailed budget and justification for each budget line item. The proposed budget must relate to the work plan activities that will be supported with the funds. Budget justifications must include a breakdown of costs as appropriate. The application checklist for required submittals is located on Page 5 of the application. Please complete the funding application and return all required submittals by November 23, 2021 (earlier submittals welcome) electronically to: LHCOVIDFundingbox@ct.gov. In the subject line please include the following: Name of Local Health Department/District – ELC2 Enhancing Detection.

Applications must be reviewed and approved through a formal contract with DPH prior to payment being issued. When approved and contracts have been executed by all required parties, the first quarterly allocation for ELC2 will be paid in full by DPH.

To facilitate cash management, funds will need to be expended during the quarter of issue. Subsequent quarterly unexpended funds will need to be expended prior to additional quarterly payments being administered. Any funds remaining unspent by July 15, 2023, shall be returned to DPH by August 15, 2023.

If you have any questions about this funding application, please submit them to:
LHCOVIDFundingbox@ct.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Manisha Juthani".

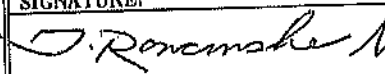
Manisha Juthani, MD
Commissioner, CT Department of Public Health
CC: Mayor Harry Rilling



Phone: (860) 509-7101 • Fax: (860) 509-7111
Telecommunications Relay Service 7-1-1
410 Capitol Avenue, P.O. Box 340308
Hartford, Connecticut 06134-0308
www.ct.gov/dph

Affirmative Action/Equal Opportunity Employer



	FY 2022 HIGHWAY SAFETY PROJECT GRANT APPLICATION				
	CT DEPARTMENT OF TRANSPORTATION				
	FORM	DUI GRANT	CFDA #	20.607	
PROJECT NO:	0202-0722-				Received Department of Transportation Highway Safety Office
Revision:	PROGRAM AREA:	154-AL			
October 18, 2021	PROGRAM AREA	Alcohol			
Expires:	DESCRIPTION:				
September 30, 2022					
ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.					
PROJECT TITLE: Comprehensive DUI Enforcement Program for Municipal Police Dept.					
GOVERNMENTAL UNIT: City of Norwalk Connecticut			ADDRESS OF GOVERNMENTAL UNIT: 125 East Ave. Norwalk CT 06851		
APPLICANT: Norwalk Police Department			ADDRESS OF APPLICANT: 1 Monroe St. Norwalk CT 06854		
FEIN:	DUNS NUMBER:		ANTICIPATED PROJECT STARTUP DATE:		
06-6011881	75410415		November 18, 2021		
PROJECT DIRECTOR:		TITLE:	TELEPHONE NUMBER:		
Thomas Roncinske		Lt./Grant manager	(203) 854-3007		
SIGNATURE:		ADDRESS & ZIP CODE:	FAX NUMBER:		
		1 Monroe St. Norwalk CT 06854	E-MAIL ADDRESS:		
FISCAL OFFICER:		TITLE:	TELEPHONE NUMBER:		
Chitsmay Lam		Comptroller	(203) 854-7715		
SIGNATURE:		ADDRESS & ZIP CODE:	FAX NUMBER:		
		125 East Ave. Norwalk CT 06851	E-MAIL ADDRESS:		
AUTHORIZING OFFICIAL:		TITLE:	TELEPHONE NUMBER:		
Harry Rilling		Mayor	(203) 854-7701		
SIGNATURE:		ADDRESS & ZIP CODE:	FAX NUMBER:		
		125 East Ave. Norwalk CT 06851	E-MAIL ADDRESS:		
			E-MAIL ADDRESS:		
			hrilling@norwalkct.org		
FOR HSO USE ONLY					
APPROVED PROJECT PERIOD:		FROM:	THROUGH: September 10, 2022		
FISCAL REVIEW COMPLETED BY: (SIGNATURE AND DATE)		PROJECT MANAGER REVIEW COMPLETED BY: (SIGNATURE AND DATE)			
		Eugene Interlandi			
		PROGRAM COORDINATOR REVIEW COMPLETED BY: (SIGNATURE AND DATE)			
		Joseph T. Cristalli, Jr.			
Christine Biske or Anila Hafeez		GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE: (SIGNATURE AND DATE)			
REQUESTED AMOUNT: \$45,579.46		Garrett T. Eucalitto			
HSO APPROVED \$:					
TOTAL ALLOTTED \$:					

PROJECT TITLE	APPLICANT	
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department	
	PROBLEM ID	PAGE 1 OF 3

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

Alcohol-impaired driving fatalities in Connecticut averaged 109 per year for the 2009-2018 ten year period. The year 2011 had the lowest reported total (94) and the year 2013 had the highest reported total (126).
Alcohol-impaired driving fatalities for the latest available three years are: 2016 - 114, 2017 - 122, 2018 - 120.
Alcohol-impaired driving fatalities for the 2009-2018 ten year period averaged 40% of total fatalities for the period.

DUI crashes for the latest available three years are: 2018 - 2,871, 2019 - 2,935, 2020 - 2,572.
DUI injuries for the latest available three years are: 2018 - 1,527, 2019 - 1,556, 2020 - 1,548.

65% of fatally injured drinking drivers ($BAC \geq 0.01$) occurred in crashes between the hours of 8 PM and 6 AM.

The number of statewide DUI arrests for the latest available three years are:
FY 2017/2018 - 9,252, FY 2018/2019 - 8,390, FY 2019/2020 - 6,609.

NOTE: For roving patrol activities, the number of enforcement officers allowed per vehicle at any one time is one per vehicle. However, core enforcement hours may be split by more than one officer. All officers who will be assigned to DUI activities should be trained in the most current Standardized Field Sobriety Test (SFST) course curriculum.

NOTE: The operation of this DUI enforcement project shall be above and beyond regular patrol activities scheduled during the program parameter times.

OBJECTIVES

To reduce the number of crashes, injuries and fatalities from impaired driving through increased high-visibility DUI enforcement activities. To communicate with the public, through media venues, the increased levels of DUI enforcement activities so drivers will realize the risks and consequences of operating a vehicle while under the influence and therefore deter that behavior.

ACTIVITIES AND PROCEDURES

This program is being offered on an expanded year-round basis and is in line with the goals and objectives as highlighted in the Connecticut Highway Safety Plan for FY 2022. Funding will be used to address various circumstances in which increased drinking and driving within the municipality is anticipated to take place. In the course of discussions with police agencies, it is evident that the incidence of impaired driving increases at certain times of the year in addition to holiday periods, such as shoreline communities that experience an increase in population during the summer months. Events such as summer festivals, country fairs, music concerts, sporting events, etc., all represent potential for a higher incidence of impaired driving.

Enforcement techniques employed should include extra DUI patrol activities and may include DUI sobriety checkpoints. A checkpoint is defined as an operation in a fixed location where motor vehicle operators are stopped and interviewed to establish if they are operating while impaired. Checkpoints may only be scheduled for a maximum of 8 hours. Saturation/roaming patrols are not considered checkpoints.

FY 2022 Highway Safety DUI Enforcement Program Grant Application

PROJECT TITLE	APPLICANT	
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department	
	PROBLEM ID	PAGE 2 OF 3

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION (CONTINUED):

(INSERT LOCAL DUI CRASH AND CITATION STATISTICS AND LOCAL PROBLEM ID HERE)
 DATA MUST INCLUDE ALCOHOL-RELATED FATAL AND INJURY CRASH DATA, DUI ARREST DATA, TIME OF DAY AND DAY OF THE WEEK AND LOCATIONS WHERE THE PROBLEM EXISTS.

The City of Norwalk's 2017, 2018, 2019, 2020 statistics were obtained through The UCONN Crash Data Repository as well the department's computer aided dispatch system. The City of Norwalk in 2019 saw a increase in DUI crashes and injuries. Norwalk saw an increase in DUI arrests in 2019. In 2020 Norwalk had three DUI fatalities. There were none in 2019. The 2019 UCONN data shows Sunday (27) & Saturday (19) as the days for the most alcohol related motor vehicle crashes. The Norwalk roadways with the most alcohol related crashes were: West Ave. (20), Route-1 (18), East Ave. (11) and Connecticut Ave. (8). The most frequent time for alcohol related crashes were found to be between the hours of 10:00 PM to 3:00 AM. An increased focus in enforcement effort will be one goal of the 2022 enforcement period in these area and times.

The pandemic has significantly effected bar and restaurants traffic. As the distribution of vaccine continues the City has seen an increase in restaurant and bar traffic. In the past four years Norwalk has seen a revival in its restaurant and bar scene, fed by a significant increase in the availability of new apartments and condominiums in the two central urban areas, SONO and Waypointe. Also there has been a significant amount of development in the Glover Ave. area with over a thousand units of apartments being constructed and now being occuppied. With thousands of new apartments and residents the attractiveness of the vibrancy of the area brings more people from the surrounding area, most driving from out of town. The new restaurants are smaller with bars that cater to an after dinner drinking crowd, mostly millennials and college students. The mix of more urban residents, more restaurants and bars, and the current climate of law enforcement has led to an increase of demands on officers with a decreased ability for the regular patrol officers to focus on DUI enforcement.

Police overtime expenditures are always a concern to the police and city's administrations. The Grant reimbursement for the DUI enforcement hires has always been welcomed and approved by the City's Common Council. This is another way of expanding police services to increase public safety.

Approximately one third of the annual total of DUI arrests made by Norwalk officers are through the grant overtime hires. A number of Norwalk officers have received recognition from MADD for their contributions to officer training and DUI arrests. Those same MADD Award recipients are responsible for over 50% of the DUI arrests in 2020. The grant funding would allow the Norwalk Police Department to continue with an enforcement effort with goals to increase DUI related arrests, decrease DUI related crashes, decrease injuries to both intoxicated drivers and innocent drivers and pedestrians. Previous attempts to conduct the checkpoints on actual holiday weekends had disappointing results. The entire proposed schedule was completed after consulting with the Department's top 6 DUI enforcement officers. The Chief has the prerogative to choose which officers will be hired with overtime for DUI enforcement (up to 40% of the grant funding), which has resulted in increased DUI enforcement.

FY 2022 Highway Safety DUI Enforcement Program Grant Application

PROJECT TITLE	APPLICANT	
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department	
	PROBLEM ID	PAGE 3 OF 3

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION (CONTINUED):

(INSERT LOCAL DUI CRASH AND CITATION STATISTICS AND LOCAL PROBLEM ID HERE)

DATA MUST INCLUDE ALCOHOL-RELATED FATAL AND INJURY CRASH DATA, DUI ARREST DATA, TIME OF DAY AND DAY OF THE WEEK AND LOCATIONS WHERE THE PROBLEM EXISTS.

Alcohol Crashes			Target Goals*
2018	2019	2020	Project Period
81	95	41	Alcohol Crashes
			5

Alcohol Fatalities		
2018	2019	2020
1	0	3

Alcohol Injuries		
2018	2019	2020
48	60	21

DUI Arrests			DUI Arrests
2018	2019	2020	
123	152	68	100

Crash data can be obtained from the Connecticut Crash Data Repository at:

<http://www.ctcrash.uconn.edu/>

If State Police Investigated roadways run through your town, please contact Connecticut Crash Data Repository staff for your crash statistics.

<http://www.ctcrash.uconn.edu/>

Problem Identification: List locations with the highest problems:

Primary and secondary roadways within Norwalk such as West Ave., main Ave.
RT. One, RT. 136, Main St., Wall St., Washington St., North Main St. South Main St.

List day(s) of the week where data shows increased DUI:

Weekends and holidays

List time(s) of the day where data shows increased DUI:

Evenings and early morning

You must provide grant point of contact information for this grant
(This would be the person who is the day-to-day point of contact)

Name of Contact:	Thomas Roncinske		
Contact Title:	Lt./Grant Manager		
Work Phone:	203-854-3007		
Cell Phone:	475-747-1854	HSO Use Only	
FAX No.:			
Email Address:	troncinske@norwalkct.org		

PROJECT TITLE	APPLICANT	
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department	
	ELIGIBLE DATES	

October 2021	November 2021	December 2021
S M T W T F S	S M T W T F S	S M T W T F S
	1 2 3 4 5 6	1 2 3 4
3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11
10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18
17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25
24 25 26 27 28 29 30	28 29 30	26 27 28 29 30 31
31		

January 2022	February 2022	March 2022
S M T W T F S	S M T W T F S	S M T W T F S
	1 2 3 4 5	1 2 3 4 5
2 3 4 5 6 7 8	6 7 8 9 10 11 12	6 7 8 9 10 11 12
9 10 11 12 13 14 15	13 14 15 16 17 18 19	13 14 15 16 17 18 19
16 17 18 19 20 21 22	20 21 22 23 24 25 26	20 21 22 23 24 25 26
23 24 25 26 27 28 29	27 28	27 28 29 30 31
30 31		

April 2022	May 2022	June 2022
S M T W T F S	S M T W T F S	S M T W T F S
	1 2 3 4 5 6 7	1 2 3 4
3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11
10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18
17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25
24 25 26 27 28 29 30	29 30 31	26 27 28 29 30

July 2022	August 2022	September 2022
S M T W T F S	S M T W T F S	S M T W T F S
	1 2 3 4 5 6	1 2 3
3 4 5 6 7 8 9	7 8 9 10 11 12 13	4 5 6 7 8 9 10
10 11 12 13 14 15 16	14 15 16 17 18 19 20	11 12 13 14 15 16 17
17 18 19 20 21 22 23	21 22 23 24 25 26 27	18 19 20 21 22 23 24
24 25 26 27 28 29 30	28 29 30 31	25 26 27 28 29 30
31		

PROJECT TITLE	APPLICANT	
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department	
	MUNICIPAL PD	PAGE 1 OF 3

ROVING PATROLS: You must indicate the actual number of roving patrols planned.

HOLIDAY ROVING PATROLS (DATES IN GREEN ON ELIGIBLE DATES CALENDAR)
(maximum allowed: 8 hours per shift, 16 hours per day)

	Number of Patrol Days	Number of Shifts per Day	Hours per Shift	Overtime Hourly Rate	Total
TCNY	11	2	8	\$72.00	\$12,672.00
MD	5	2	8	\$72.00	\$5,760.00
J4	4	2	8	\$72.00	\$4,608.00
LABOR	4	2	8	\$72.00	\$4,608.00
Holiday Roving Patrol Total					\$27,648.00

NON-HOLIDAY ROVING PATROLS (DATES IN BLUE ON ELIGIBLE DATES CALENDAR)
(maximum allowed: 8 hours per shift, 16 hours per day)

	Number of Patrol Days	Number of Shifts per Day	Hours per Shift	Overtime Hourly Rate	Total
Non-Holiday 1					\$0.00
Non-Holiday 2	5	2	8	\$72.00	\$5,760.00
Non-Holiday 3	5	2	8	\$72.00	\$5,760.00
Non-Holiday 4	5	2	8	\$72.00	\$5,760.00
Non-Holiday Roving Patrol Total					\$17,280.00

ALL ROVING PATROLS MUST BE CONDUCTED ON THE ELIGIBLE DATES SHOWN ON THE "ELIGIBLE DATES".
ROVING PATROLS CONDUCTED ON OTHER DATES ARE NOT REIMBURSABLE. ANY ROVING PATROL ACTIVITIES
NOT CONDUCTED DURING THE PERIOD PLANNED MAY BE CONDUCTED ON ANY OTHER ELIGIBLE DATE NOT TO
EXCEED 16 HOURS PER DAY.

FY 2022 Highway Safety DUI Enforcement Program Grant Application

PROJECT TITLE	APPLICANT	
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department	
	MUNICIPAL PD	PAGE 2 OF 3

IN-TOWN CHECKPOINTS: You must indicate the actual number of in-town checkpoints planned.

HOLIDAY IN-TOWN CHECKPOINTS (DATES IN GREEN ON ELIGIBLE DATES CALENDAR)
(maximum allowed: 8 hours per shift, 64 hours per checkpoint)

	Number of Checkpoints	Number of Shifts per Checkpoint	Hours per Checkpoint Shift	Overtime Hourly Rate		
TCNY MD J4 LABOR					Total	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	\$0.00

Holiday In-Town Checkpoint Total

NON-HOLIDAY IN-TOWN CHECKPOINTS (DATES IN BLUE ON ELIGIBLE DATES CALENDAR)
(maximum allowed: 8 hours per shift, 64 hours per checkpoint)

	Number of Checkpoints	Number of Shifts per Checkpoint	Hours per Checkpoint Shift	Overtime Hourly Rate		
Non-Holiday 1 Non-Holiday 2 Non-Holiday 3 Non-Holiday 4					Total	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	\$0.00

Non-Holiday In-Town Checkpoint Total

Chkpt Total 0
LIST ALL PLANNED IN-TOWN CHECKPOINT DATES. INCLUDE BOTH HOLIDAY/NON-HOLIDAY DATES.

Chkpt Total must equal Total No. of Dates
Checkpoint Total Verification

0
TRUE

ALL IN-TOWN CHECKPOINT ACTIVITIES MUST BE CONDUCTED ON THE DATES LISTED ON THIS PAGE. ANY
CHANGES TO CHECKPOINT DATES MUST BE APPROVED BY THE HIGHWAY SAFETY OFFICE PRIOR TO
RESCHEDULING ANY CHECKPOINT ACTIVITY. CHECKPOINT ACTIVITY HOURS MAY NOT EXCEED 64 HOURS PER
CHECKPOINT.

FY 2022 Highway Safety DUI Enforcement Program Grant Application

PROJECT TITLE	APPLICANT	
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department	
	MUNICIPAL PD	PAGE 3 OF 3

OUT-OF-TOWN CHECKPOINTS: You must indicate the actual number of out-of-town checkpoints planned.

HOLIDAY OUT-OF-TOWN CHECKPOINTS (DATES IN GREEN ON ELIGIBLE DATES CALENDAR)
(maximum allowed: 8 hours per shift, 64 hours per checkpoint)

	Number of Checkpoints	Number of Shifts per Checkpoint	Hours per Checkpoint Shift	Overtime Hourly Rate	
TCNY					Total
MD					\$0.00
J4					\$0.00
LABOR					\$0.00
Holiday Out-of-Town Checkpoint Total					\$0.00

NON-HOLIDAY OUT-OF-TOWN CHECKPOINTS (DATES IN BLUE ON ELIGIBLE DATES CALENDAR)
(maximum allowed: 8 hours per shift, 64 hours per checkpoint)

	Number of Checkpoints	Number of Shifts per Checkpoint	Hours per Checkpoint Shift	Overtime Hourly Rate	
Non-Holiday 1					Total
Non-Holiday 2					\$0.00
Non-Holiday 3					\$0.00
Non-Holiday 4					\$0.00
Non-Holiday Out-of-Town Checkpoint Total					\$0.00

ALL OUT-OF-TOWN CHECKPOINT ACTIVITIES MUST BE CONDUCTED ON THE DATES LISTED ON THE HOST TOWN'S "IN-TOWN CHKPTS" PAGE OR APPROVED BY THE HIGHWAY SAFETY OFFICE. CHECKPOINT ACTIVITY HOURS MAY NOT EXCEED 64 HOURS PER CHECKPOINT.

OVERALL TOTAL:	\$44,928.00
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PROJECT TITLE	APPLICANT	
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department	
	SPECIAL ENFORCEMENT	1

SPECIAL EVENT ENFORCEMENT WORKSHEET

**8 OFFICERS PER EVENT MAXIMUM.
8 HOUR SHIFTS MAXIMUM.
SPECIAL EVENT ENFORCEMENT REQUIRES ADDITIONAL WRITTEN
JUSTIFICATION AND APPROVAL FROM THE PROGRAM COORDINATOR.**

*** Please describe in detail the nature of the event, past history, crash data, arrest data, or problems necessitating the additional manpower for alcohol enforcement and any other information necessary to consider for additional enforcement.

Date:		Event:	
Enforcement Officer	Hrs.	Rate	Total
# 1:			\$0.00
# 2:			\$0.00
# 3:			\$0.00
# 4:			\$0.00
# 5:			\$0.00
# 6:			\$0.00
# 7:			\$0.00
# 8:			\$0.00
Grand Total			\$0.00

ALT + ENTER FOR A NEW PARAGRAPH

Approved: Joseph T. Cristalli, Jr.

Disapproved: Joseph T. Cristalli, Jr.

FY 2022 Highway Safety DUI Enforcement Program Grant Application

PROJECT TITLE	APPLICANT
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department
	SPECIAL ENFORCEMENT 2

SPECIAL EVENT ENFORCEMENT WORKSHEET

8 OFFICERS PER EVENT MAXIMUM.
8 HOUR SHIFTS MAXIMUM.
SPECIAL EVENT ENFORCEMENT REQUIRES ADDITIONAL WRITTEN JUSTIFICATION AND APPROVAL FROM THE PROGRAM COORDINATOR.

*** Please describe in detail the nature of the event, past history, crash data, arrest data, or problems necessitating the additional manpower for alcohol enforcement and any other information necessary to consider for additional enforcement.

Date:		Event:		
		Hrs.	Rate	Total
Enforcement Officer				\$0.00
# 1:				\$0.00
# 2:				\$0.00
# 3:				\$0.00
# 4:				\$0.00
# 5:				\$0.00
# 6:				\$0.00
# 7:				\$0.00
# 8:				\$0.00
		Grand Total		\$0.00

ALT + ENTER FOR A NEW PARAGRAPH

Approved: Joseph T. Cristalli, Jr.

Disapproved: Joseph T. Cristalli, Jr.

FY 2022 Highway Safety DUI Enforcement Program Grant Application

PROJECT TITLE	APPLICANT
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department
	SPECIAL ENFORCEMENT 3

SPECIAL EVENT ENFORCEMENT WORKSHEET

*8 OFFICERS PER EVENT MAXIMUM.
8 HOUR SHIFTS MAXIMUM.
SPECIAL EVENT ENFORCEMENT REQUIRES ADDITIONAL WRITTEN
JUSTIFICATION AND APPROVAL FROM THE PROGRAM COORDINATOR.*

*** Please describe in detail the nature of the event, past history, crash data, arrest data, or problems necessitating the additional manpower for alcohol enforcement and any other information necessary to consider for additional enforcement.

Date:		Event:		
Enforcement Officer		Hrs.	Rate	Total
# 1:				\$0.00
# 2:				\$0.00
# 3:				\$0.00
# 4:				\$0.00
# 5:				\$0.00
# 6:				\$0.00
# 7:				\$0.00
# 8:				\$0.00
			Grand Total	\$0.00

ALT + ENTER FOR A NEW PARAGRAPH

Approved: Joseph T. Cristalli, Jr.

Disapproved: Joseph T. Cristalli, Jr.

FY 2022 Highway Safety DUI Enforcement Program Grant Application

PROJECT TITLE	APPLICANT
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department
	SPECIAL ENFORCEMENT 4

SPECIAL EVENT ENFORCEMENT WORKSHEET

*8 OFFICERS PER EVENT MAXIMUM.
8 HOUR SHIFTS MAXIMUM.
SPECIAL EVENT ENFORCEMENT REQUIRES ADDITIONAL WRITTEN
JUSTIFICATION AND APPROVAL FROM THE PROGRAM COORDINATOR.*

*** Please describe in detail the nature of the event, past history, crash data, arrest data, or problems necessitating the additional manpower for alcohol enforcement and any other information necessary to consider for additional enforcement.

Date:		Event:		
		Hrs.	Rate	Total
Enforcement Officer				\$0.00
# 1:				\$0.00
# 2:				\$0.00
# 3:				\$0.00
# 4:				\$0.00
# 5:				\$0.00
# 6:				\$0.00
# 7:				\$0.00
# 8:				\$0.00
Grand Total				\$0.00

ALT + ENTER FOR A NEW PARAGRAPH

Approved: Joseph T. Cristalli, Jr.

Disapproved: Joseph T. Cristalli, Jr.

PROJECT TITLE	APPLICANT
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department
	FRINGE

FRINGE BENEFIT CERTIFICATION STATEMENT

NOTE: If fringe rate is being charged/reimbursed, this page should be completed and signed. Fringe benefit charges should NOT be included in the hourly rate. No hourly rate should be inflated--all hourly rates should be reported as actuals.

I hereby certify that the information below is the true and accurate and authorized by
Norwalk Police Department

for hours worked by personnel for the following time period:

FROM Date: _____ TO Date: _____

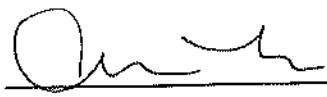
#	Actual Cost Category	Officer's Fringe Rate OVT %	Submitting for Reimbursement	Trooper's Fringe Rate OVT %	Submitting for Reimbursement
1	Medicare	1.45000%	YES	0.00000%	
2		0.00000%		0.00000%	
3		0.00000%		0.00000%	
4		0.00000%		0.00000%	
5		0.00000%		0.00000%	
6		0.00000%		0.00000%	
7		0.00000%		0.00000%	
8		0.00000%		0.00000%	
9		0.00000%		0.00000%	
10		0.00000%		0.00000%	

Total Fringe Rate	1.45000%	1.45000%	0.00000%	0.00000%
--------------------------	-----------------	-----------------	-----------------	-----------------

City/Town/Agency's Chief Financial Officer or Authorized Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

Name: Chitsmay Lam

Signature: 

Title: Comptroller

Date: 11-19-2021

PROJECT TITLE	APPLICANT
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department
	REIMBURSEMENT

PROJECT EXPENDITURES --- REIMBURSEMENT REQUIREMENTS

NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

Project Start Date		
1st Billing Period Start Date October 1, 2021	1st Billing Period Ending Date January 1, 2022	Reimbursement Deadline January 31, 2022
2nd Billing Period Start Date January 6, 2022	2nd Billing Period Ending Date April 2, 2022	Reimbursement Deadline May 2, 2022
3rd Billing Period Start Date April 7, 2022	3rd Billing Period Ending Date July 5, 2022	Reimbursement Deadline August 4, 2022
4th Billing Period Start Date July 7, 2022	Project Ending Date September 10, 2022	Reimbursement Deadline October 11, 2022

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.
- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included.
- Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

**FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS
SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.**

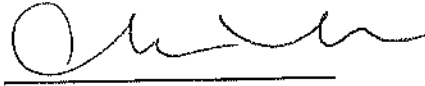
PROJECT TITLE	APPLICANT
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department
	AUDIT REQ

ATTACHMENT A
SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES
EFFECTIVE OCTOBER 1, 2021

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of Norwalk Police Department
declares that for the fiscal year ending September 30, 2022, the sum total of Federal funds awarded to local government agencies from all sources DOES exceed \$750,000 and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: Chitsmay Lam

Signature: 

Title: Comptroller

Date: 11-19-2021

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)



AUDIT EXEMPTION STATEMENT:

The town/city/agency of Norwalk Police Department
declares that for the fiscal year ending September 30, 2022, the sum total of Federal funds awarded to local government agencies from all sources DOES NOT exceed \$750,000 and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: _____

Signature: _____

Title: _____

Date: _____

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

a. Any sub grantee receiving \$750,000 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.

b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

PROJECT TITLE	APPLICANT	
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 1 OF 7

**Certifications and Assurances for
Fiscal Year 2022 Highway Safety Grants**
(23 U.S.C. Chapter 4; Sec. 1906, Public Law 109-59,
As Amended By Sec. 4011, Pub. L. 114-94)

NONDISCRIMINATION

(applies to subrecipients as well as States)

The Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

FY 2022 Highway Safety DUI Enforcement Program Grant Application

PROJECT TITLE	APPLICANT	
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The Subgrantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

FY 2022 Highway Safety DUI Enforcement Program Grant Application

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POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The Subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

FY 2022 Highway Safety DUI Enforcement Program Grant Application

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CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

FY 2022 Highway Safety DUI Enforcement Program Grant Application

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8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

FY 2022 Highway Safety DUI Enforcement Program Grant Application

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Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

FY 2022 Highway Safety DUI Enforcement Program Grant Application

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to subrecipients as well as States)

The Subgrantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

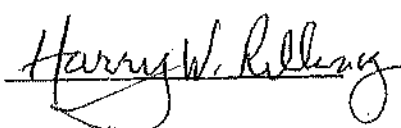
The Subgrantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

CITY/TOWN/AGENCY'S AUTHORIZED OFFICIAL

I understand that my statements in support of this application for Federal grant funds are statements upon which the Federal/State Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name: Harry W. Rilling

Title: Mayor

Signature: 

Date: 11/19/21

PROJECT TITLE		APPLICANT	
Comprehensive DUI Enforcement Program for Municipal Police Dept.		Norwalk Police Department	
		SUMMARY	
BUDGET SUMMARY			
TOTAL FEDERAL BUDGET	\$45,579.46	FEDERAL SHARE	100.00%
TOTAL MATCH BUDGET	\$0.00	NON-FEDERAL SHARE	0.00%
FEDERAL AWARD IDENTIFIER NUMBER (FAIN):		69A37520300001540CTA	
		69A37521300001540CTA	
		69A37522300001540CTA	
COST CATEGORY	AMOUNT	BUDGET SUMMARY APPROVAL	
OFFICERS-SALARIES	\$44,928.00	☐ APPROVED	☐ CONDITION APPLY* ☐ N/A
OFFICERS-FRINGER BENEFITS @ 1.45000%	\$651.46	☐ APPROVED	☐ CONDITION APPLY* ☐ N/A
TROOPER-SALARIES	\$0.00	☐ APPROVED	☐ CONDITION APPLY* ☐ N/A
TROOPER-FRINGER BENEFITS @	\$0.00	☐ APPROVED	☐ CONDITION APPLY* ☐ N/A
STATE POLICE-SALARIES	\$0.00	☐ APPROVED	☐ CONDITION APPLY* ☐ N/A
STATE POLICE-FRINGER BENEFITS @	\$0.00	☐ APPROVED	☐ CONDITION APPLY* ☐ N/A
EQUIPMENT	\$0.00	☐ APPROVED	☐ CONDITION APPLY* ☐ N/A
INDIRECT COST	\$0.00	☐ APPROVED	☐ CONDITION APPLY* ☐ N/A
TOTAL FEDERAL BUDGET	\$45,579.46	*Conditionally approved amounts will only be reimbursed upon satisfying the condition mentioned below.	
ADJUSTMENT (if any)		Adjustment Reason:	
APPROVED GRANT AMOUNT:	\$45,579.46		
Notes:			

PROJECT TITLE	APPLICANT
Comprehensive DUI Enforcement Program for Municipal Police Dept.	Norwalk Police Department
	FRINGE

FRINGE BENEFIT CERTIFICATION STATEMENT

NOTE: If fringe rate is being charged/reimbursed, this page should be completed and signed. Fringe benefit charges should NOT be included in the hourly rate. No hourly rate should be inflated--all hourly rates should be reported as actuals.

I hereby certify that the information below is the true and accurate and authorized by
Norwalk Police Department

for hours worked by personnel for the following time period:

FROM Date: 12/10/2021 TO Date: 9/10/2022

#	Actual Cost Category	Officer's Fringe Rate OVT %	Submitting for Reimbursement	Trooper's Fringe Rate OVT %	Submitting for Reimbursement
1	Medicare	1.45000%	YES	0.00000%	
2		0.00000%		0.00000%	
3		0.00000%		0.00000%	
4		0.00000%		0.00000%	
5		0.00000%		0.00000%	
6		0.00000%		0.00000%	
7		0.00000%		0.00000%	
8		0.00000%		0.00000%	
9		0.00000%		0.00000%	
10		0.00000%		0.00000%	
Total Fringe Rate		1.45000%	1.45000%	0.00000%	0.00000%

City/Town/Agency's Chief Financial Officer or Authorized Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

Name: Chitsmay Lam

Signature: _____

Title: Comptroller

Date: _____



Engineers | Scientists | Planners | Designers
 100 Great Meadow Road, Suite 200, Wethersfield, Connecticut 06109
 P 860.807.4300 F 860.372.4570 www.vhb.com

VII.B

Client Authorization

- ☒ New Contract
☐ Amendment No.

Date: 9/20/21

Project No. 85238.21

Project Name: Seaview Avenue-First Street Corridor Concept Design Services

To: Mr. Greg Pacelli,
 Transportation Planner
 City of Norwalk
 Transportation, Mobility and Parking
 125 East Avenue
 Norwalk, CT 06851

Cost Estimate	
Amendment	Contract Total
Labor	\$32,000.00*
Expenses	
TOTAL	\$32,000.00* (Tasks 1-4 Only)

Email: gpacelli@norwalkct.org

- ☒ Lump Sum
☐ Cost + Fixed Fee
☐ Time & Expenses
☐ Labor Multiplier

Phone No: 203-854-7275

Estimated Date of Completion: Tasks 1-4: Within 3 months of authorization

Project Summary

The City desires a review of the Seaview Avenue and First Street roadway corridors to determine the feasibility of providing complete streets to enhance the multimodal mobility. This review is detailed in the City's Request for Concept Design Services. Upon completion of the review and finalization of recommendations (Tasks 1-4), the City will then engage VHB to prepare detailed design plans, specifications and estimates for construction (Tasks 5-8).

The VHB Team concurs with the stated goals for the conceptual design efforts as outlined in Section 1.2.3 of the Request except with the goal to widen Seaview Avenue. Based upon an initial review of the roadway cross section and the City desire to provide an amenity zone and westbound bike lane along the park frontage, VHB believes the project goals can be achieved within the existing pavement curb to curb width while avoiding the relocation of nearly a dozen utility poles. This will be one of the two concepts VHB will prepare under the scope of services by suggesting a minimum 12-foot-wide multi-use path between the utility poles and the wonderful existing tree line, without detrimental impact to the root systems.

In addition, VHB believes the Seaview Avenue intersection with East Avenue can possibly be converted to a single lane approach based upon recent CTDOT traffic data. A conversion of this intersection into a mini-roundabout can provide significant benefits to all users at the intersection. This will be another concept reviewed.

Finally, the intersection of Seaview Avenue at First Street should be considered as an all way stop control intersection and quite possibly, as a raised intersection to highlight the pedestrian active area and terminus of the multi-use path as it converts to on street bike sharrows to the east.



These are initial considerations that VHB's thought leading traffic professionals have brought forward in preparing for this proposal, which are surely to be developed further through the public engagement process.

The following scope of work tasks have been adopted from the City's Request, including changes to the scope of work tasks identified in italicized text.

TASK 1 - PRELIMINARY ENGINEERING AND LIMITED SURVEY

- *The VHB Team will review the project for potential environmentally sensitive areas within its boundaries early in the process to understand if potential mitigating measures may be necessary, utilizing readily available information from the City, WestCOG and CTDEEP. Field investigations are excluded.* The VHB Team will coordinate early and continuously with CTDEEP for the purpose of identifying permit and mitigation requirements and to facilitate subsequent application processes *by the City*. The VHB Team may be required to make *one presentation to CTDEEP* as early as the Preliminary Design phase to obtain feedback before and during the *design* process. The VHB Team shall coordinate with *CTDEEP and the City* to ensure that *permit applications, including all supporting documents, are identified*.
- The VHB Team shall be responsible for collecting the remainder of the Survey on Seaview Avenue (between Fort Point St and Betts Place) through the City's approved vendor, *Ahneman Kirby, LLC*. The A-2 survey shall depict all street lines. Property line information shall be shown along all of the aforementioned roadway segments. GIS/record mapping may be used to identify Parcels within the Study Area. The A-2 survey will include locations of edge of pavements and the location of trees, walls, and permanent street furniture within a survey corridor from the stone wall along Veteran's Park to the back of sidewalk/retaining wall on the northerly side of Seaview Avenue. The location of all overhead and underground utilities, utility pole numbers and ownership, location and elevations of manholes, hydrants, and other street furniture will be identified by the survey. The size and invert elevation of storm water drains and sanitary sewer lines and location shall also be furnished. Pavement contour plans of existing conditions at one (1.0') foot intervals shall be established for the entire survey corridor.
- As part of this task, the VHB Team will review *potential* restrictions from City land use and environmental resources, as provided by City Planning. For example, all proposed end-use features shall be 25 feet minimum from wetlands. *This information will be provided by the City staff.*

TASK 2 - LIMITED TRAFFIC OPERATIONS AND SAFETY STUDY

- The VHB Team shall coordinate with the City to compile readily available existing traffic data (turning movement counts, traffic recorder, etc.) to complete the Study. The VHB Team will perform data collection with *weekday morning, midday and afternoon peak hour turning movement counts, as well as Saturday midday peak hours at two intersections and one automatic traffic recorder count for a minimum of 48 hours including a Saturday* within the

project Study area. It is anticipated that turning movement counts will be needed at the intersection of Seaview Avenue and East Avenue and that an automatic traffic recorder will be needed for continuous counts on Seaview Avenue. Turning movement counts may also be necessary at the intersection of Seaview Avenue and Fort Point Street.

- The VHB Team will review available crash data for Seaview Avenue from the *UConn Crash Repository Database for the last three years available*. For high crash locations, reports will be requested from the City of Norwalk Police Department to *verify if there are any high-level trends*. Specifically, the review will identify all *recorded* cyclist crashes, pedestrian crashes, and crashes that have resulted in injury and fatalities and suggest alternatives for mitigation.
- The VHB Team *will* use the traffic operations data and the findings of the safety evaluation to recommend *the preferred* configuration for the intersection of Seaview Avenue at East Avenue and Seaview Avenue at First Street *and develop* the Typical cross-sections for roadways within the corridor, and recommended improvements to the study area intersections.

TASK 3 – STAKEHOLDER MEETINGS & PUBLIC INVOLVEMENT

- The VHB Team *will* meet with the City three (3) times:
 - At the beginning of the project, as part of a project kick-off meeting;
 - Prior to beginning the design to review public input and prepared concepts; and,
 - *And prior to the start of the Preliminary Design phase.*
- It is also anticipated that the VHB Team will have one (1) field meeting with business/property owners directly impacted by the proposed design during the development of concepts. *One project-wide meeting will be held.*
- The project will require public engagement. The VHB Team will conduct two (2) evening public design meetings (including the recording of meeting minutes). The first of which shall be prior to initiating preliminary design and the second prior to commencing final design.
- *VHB will be available to meet virtually with the City on a bi-weekly basis during the project efforts and a minimum once every four weeks in person.*

TASK 4 - CONCEPT DESIGNS

- Prepare two (2) different concept design plans for the project area based on input from stakeholders and the community. This work involves the production of colored concept drawings which depict plan view improvements and include the *critical* design elements that improve corridor accessibility, connectivity, traffic operations and safety and place making. This work also includes the production of a *maximum of two* renderings illustrating key segments of the corridor.

- Provide *conceptual* cost estimates for both concept designs *utilizing available cost estimating data from CTDOT and recent bids from the City of Norwalk.*

SCHEDULE

Following written authorization, VHB expects to complete Tasks 1-4 within four months.

COMPENSATION (TASKS 1-4)

VHB will complete the Scope of Services for Tasks 1-4 on a Lump Sum basis **(\$32,000)**.

For Tasks 5-8 noted below, depending on the final recommended concepts, VHB anticipates the design fees to be an additional \$45,000-\$55,000. Significant changes in the concepts envisioned under Task 1-4 will warrant a review of these range of anticipated fees.

The following Tasks will be negotiated upon completion of Tasks 1-4 with an approved concept and approval of the City.

TASK 5 – UTILITY NOTIFICATION LETTER, MEETINGS & COORDINATION

The VHB Team will coordinate with utility companies whose facilities may be affected by the *recommended* improvements. This shall include:

- Sending letters/plans to utilities after the preliminary design submission.
- Attending up to two (2) field utility meetings to familiarize companies with the proposed improvements and incorporate recommendations or adjustments necessary based on the utility owner's review; and,
- Continue to coordinate with utility owners for design adjustments, potential conflicts and project scheduling.

TASK 6 – PRELIMINARY DESIGN (30%)

This phase will advance the recommended concept plans to a design completion of approximately 30% consistent with standard practice. The VHB Team *will* work closely with various City Staff in completing the preliminary design. Close attention will be given to a complete streets design, corridor continuity and existing rights-of-way. This phase shall include the following:

- Existing Conditions Plan;
- Environmental Screening/Permit Determination;

- Preliminary Drainage Horizontal Design Plan including baseline alignment for all roadway/sidewalk segments in accordance with industry standard design resources and special attention to the City's ROW;
- Preliminary Drainage Design Plan which includes the re-location of existing catch basin structure in addition to coordination with the City Department of Public works to identify any existing drainage issues in the Study Area;
- Construction Details shall be provided to support the design. The details shall include standard and typical City of Norwalk details and CTDOT standard and typical details. Where necessary, VHB will develop pertinent details that are not provided by City and CTDOT details;
- Grading, Drainage, and Erosion & Sedimentation Control Plans including preliminary grading, drainage modifications and erosion control and sedimentation features within the limits of proposed grading (identifying any rights to grade or install erosion control as necessary);
- Pavement Markings & Signage Plan which illustrates both regulatory (MUTCD) and decorative pavement markings (if applicable) and incorporates all regulatory, warning, guide and wayfinding signage;
- Update Traffic Signal Plans – It is anticipated that the minor updates to the traffic signal plans for the intersection of Fort Point Street (State Route 136) and Seaview Avenue may be necessary to accommodate the proposed design. The traffic signal plans *will be revised* to reflect any new geometric design of the Seaview Avenue approach, shifting of traffic appurtenances, etc.
- Landscaping Plan which includes street trees and plantings; street furniture, pedestrian scale lighting, place making (specifically within Mill Pond Park and the proposed open space area at the terminus of First Street overlooking the Norwalk Harbor) and potential impact storm water design and green infrastructure;
- Cross Sections – Preliminary cross sections will be identified at 50-foot intervals and/or at critical locations which portray all key roadway and sidewalk features and their associated vertical layouts; and,
- Preliminary Design Construction Cost Estimate based on the most recently available CTDOT Highway Cost Estimation Software.

TASK 7 – GEOTECHNICAL SERVICES

Based on the proposed scope of work (amended from the City Request), it is anticipated that geotechnical services for the proposed roadway design *may be needed, depending on the final recommended concept*. Specifically, test pits and test borings for the areas undergoing complete roadway construction, such as on Seaview Avenue along Veteran's Park where the addition of an amenity area and bike lane adjacent the northerly curb of Seaview Avenue *may* result in a shift of the southerly curb further south in the direction of the Park. Geotechnical services are also anticipated on Seaview Avenue around Mill Pond Park where the cross-section of the roadway is anticipated to need widening.

TASK 8 - FINAL DESIGN, SPECIFICATIONS, BID DOCUMENTS, INCLUDING COST ESTIMATES

This phase will advance the plans to a design completion of approximately 100% consistent with standard practice. All test pits requested and performed will be received prior to advancing into final Design. The VHB Team will be responsible for responding to relevant comments generated by the Preliminary Design Submission and for advancing all of the aforementioned design documents to completion including finalizing the cost estimate. This phase includes the submission of all Final Design Documents, Cost Estimates, Bid Documents, Specifications and Permitting.

- A minimum of one original and one (1) hard copy of all plans, reports and documents shall be submitted to the City in addition to a digital/electronic copies.
- Digital/electronic plans shall be submitted in both PDF and AutoCAD formats.
- The Final Design Plan shall consist of
 - Title Sheet
 - Index Plan
 - Existing Conditions Plans
 - Construction Details
 - Alignment and Baseline Tie Plans
 - Roadway/Sidewalk Construction Plans w/Rights for Construction Designations
 - Grading, Drainage, and Erosion & Sedimentation Control Plans
 - Pavement Marking & Signage Plans
 - Traffic Signal Plans
 - Landscaping & Planting Plan and Details
 - Cross Sections
 - Maintenance and Protection of Traffic Plans



CLIENT-FURNISHED INFORMATION

It is understood that VHB will perform services under the sole direction of the City. The City shall provide VHB with project-related technical data including, but not limited to:

- Permission to access the project areas and any off-ROW access points for field assessment.
- GIS shapefile data from the City GIS database on the ROW for this segment will be provided to VHB.
- Access to all studies listed in the Request for Quote
- Traffic count data
- City crash data
- Traffic signal plans in electronic format

VHB will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services under this Agreement.

ASSUMPTIONS:

- Tasks 5-8 shall be negotiated with the City based upon the above noted tasks and the recommended concept.
- GIS shapefile data will be provided by the City.
- Meetings beyond those specified herein will be completed on a time and materials basis and will be subject to an amendment.
- Public notice fees and/or permit application fees are the responsibility of the City and are excluded in this scope and fee estimate.
- Any additional tasks beyond that identified in the preceding Scope of Work will be deemed out of scope and completed under an amendment to this original contract.

We look forward to working with the City of Norwalk and the Transportation, Parking and Mobility team.

We sincerely appreciate the opportunity to submit a proposal for this project. If you have any questions, feel free to contact Joe at (203) 482-0956.

This Client Authorization for Tasks 1-4 is subject to attached terms & conditions.

Prepared by: Joe Balskus

Document Approval: 

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions

☐ Subject to terms & conditions in our original agreement

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

PART II STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent

acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**

kiva U.S.

Helping Small Businesses Access the First Rung of the Capital Ladder

Forbes

n p r

The Deal
The Oprah Winfrey Show

 **Investopedia**

 **THE HUFFINGTON POST**

THE WALL STREET JOURNAL
WSJ

DC **Democrat & Chronicle**
PART OF THE USA TODAY NETWORK

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CNBC

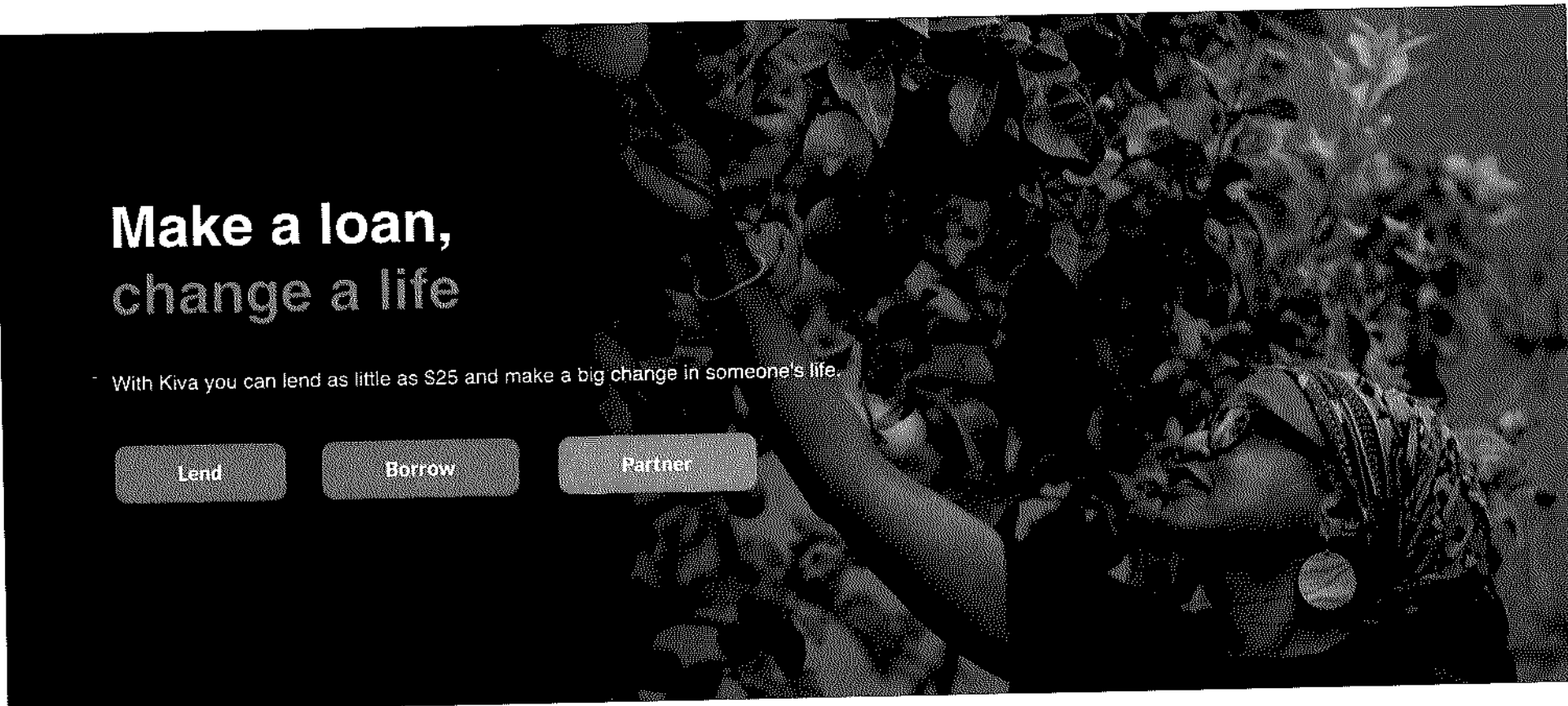
THE BUSINESS JOURNALS
A DIVISION OF ACBJ

CrunchBase



Kauffman + NLC | Commitments

Overview & Next Steps | September 9, 2021

A black and white photograph of a woman wearing a headscarf and a necklace, tending to a field of plants. The image is used as a background for the main content area.

Make a loan, change a life

With Kiva you can lend as little as \$25 and make a big change in someone's life.

Lend

Borrow

Partner



Kiva's Global Reach since 2005

4.1M

Borrowers

\$1.64B

Total lent
through Kiva

2M

Lenders

77

Countries

2

Minutes between
loan funding

96.3%

Repayment
rate

81%

Women
Borrowers

\$414

Average Int'l
loan size

Kiva U.S. | Crowd-Lending

People for People

Since 2013, Kiva US has facilitated
\$48 Million to 8,226 Businesses
with the help of 1.9 Million active
lenders.

And we achieved this impact with
the help of our Hubs partners.

\$1,000 - \$15,000

kiva

**ZERO
INTEREST.
ZERO FEES.
EXTENDED
GRACE PERIOD.**

Apply for a small business loan today at
KIVA.ORG/BORROW

Fundraising Profile

Transparency, Story & Matching



29% funded

42 days left

\$4,950 to go

Total loan: \$7,000

Powered by 29 lenders

Lee

Tiki and Lei Hawaiian



Long Beach, CA, United States /
Restaurant

\$25 ▾

Lend now



Matching by LISC Los Angeles



A loan of \$7,000 helps a business overcome the challenges posed by the COVID-19 crisis.

What is a Kiva Hub

Future of Impact is Collaborative

Kiva Hubs | Overview

Collaboration for Financial Inclusion

Kiva US partners with **CDFIs, city/state governments, accelerators, foundations & technical assistance providers** to make capital accessible to financially excluded businesses.

We do this through a **plug-and-play micro-lending partnership**. The citizens of a city are enabled to support their community, igniting a movement of 'Empowering my Neighbor' that has tangible and long-lasting impact.



Future of Impact is Collaborative



How we do it: Kiva Hubs

A plug-and-play lending solution for financial inclusion



Becoming a Hub

Three Easy Steps



Identify Funder

A foundation, government, corporation or a bank to support Cam's salary and Kiva fee



Identify Hub

An organization already working with small businesses, utilizing Kiva as an access to capital tool



Hire a CAM

(Capital Access Manager)

Boots on the ground.

Individual trained by Kiva to build a thriving ecosystem of local lending and support for small business in their community

Types of Hubs

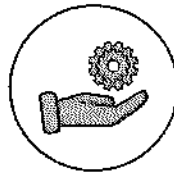
Collaboration Among Multiple Stakeholders



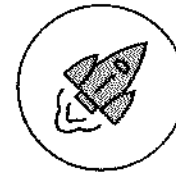
CDFI



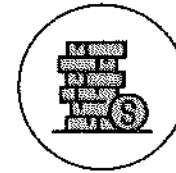
City / State Gov



Technical Assistant
provider



Accelerator

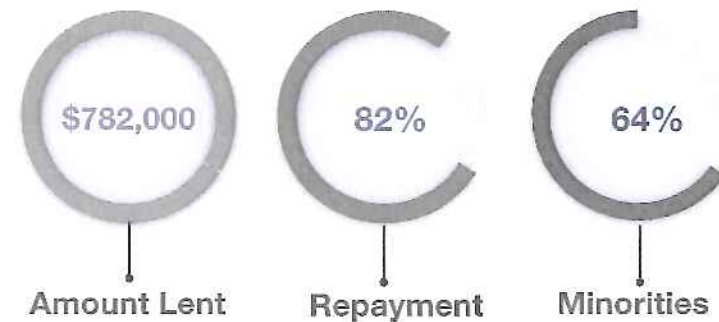


Chamber of Commerce

Case Study

City of Rochester | Rochester, NY

Funder	Hub	Trustee
City Government	City Government	City Government



Democrat & Chronicle

HOME NEWS SPORTS LIFE ARCHIVES USA TODAY

Rochester gives \$100,000 to Kiva crowdfunding effort

Kristopher J Brooks, @AmericanGlow Published 7:37 a.m. ET Aug. 22, 2016 | Updated 5:10 p.m. ET Aug. 22, 2016

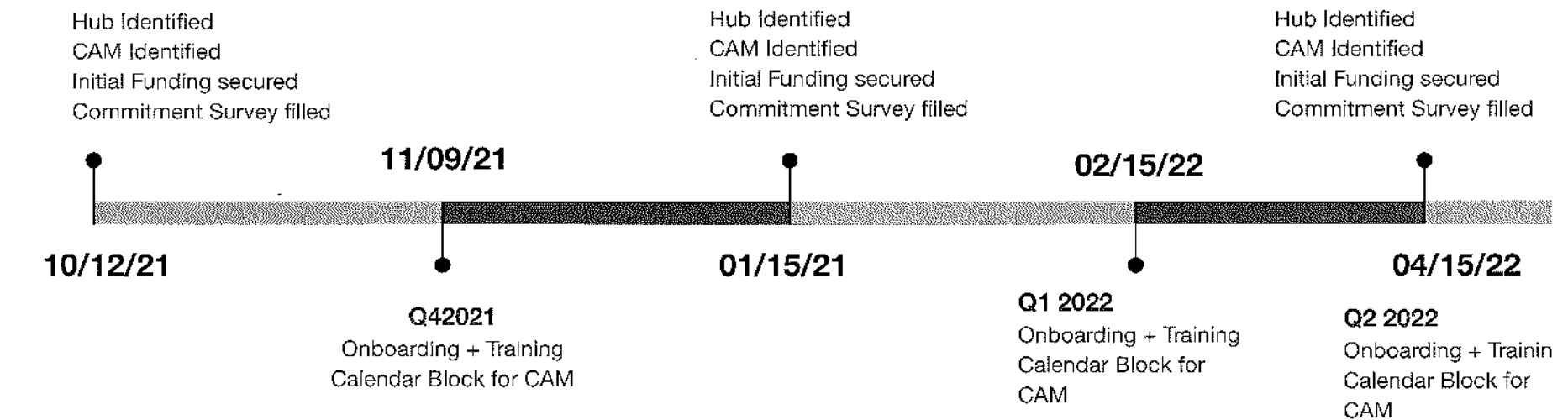
After Rochester's main employer, Kodak, officially shut its plant in 2011, the city's citizens and leadership were looking for mechanisms for local investment. Small businesses were suffering in a loan-desert landscape that did not provide access to financing.

In 2016, Rochester raised \$100,000 to start a Kiva Hub to launch a loan matching account run by the city that supports some of the city's most impoverished neighborhoods. In addition, Rochester serves as a trustee and a funder, providing matching funds and hiring a Capital Access Manager, staffed by the local AmeriCore Vista program.

Today the City uses the Kiva program as a carrot to attract marginalized entrepreneurs to engage with other technical assistance programs like pro bono legal assistance and financial counselling, with Kiva helping generate 3x in referrals.

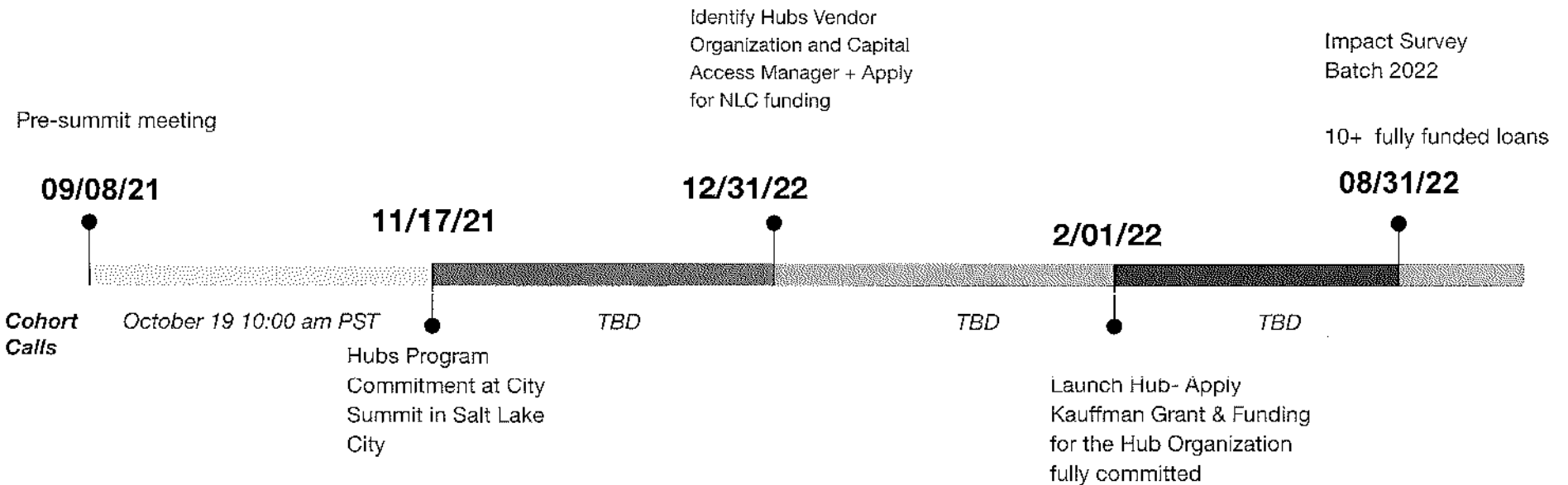
Kiva Training Timeline 2022 Cohort

4 Quarterly Trainings Each Year | February, May, August, November



Kauffman Grant Timeline

Timeline





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

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE
 NFCC

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

RE: JEFFERSON ELEMENTARY SCHOOL – FF&E (FURNITURE FIXTURES AND EQUIPMENT)

DATE: NOVEMBER 22, 2021

The Jefferson Elementary School Renovate-as-New Project consists of the complete interior renovation of the Jefferson Elementary School and includes reconfiguration and renovation of the main office /administration areas of the school, all classrooms, the cafeteria and kitchen, and the addition of a new Gymnasium. The site will be modified to improve the arrivals and drop off at the school with a new separate bus loop and parent drop off area. Construction began in March 2021, at this time construction on the building exterior is being completed, and interior mechanical electrical and plumbing work is underway. The project is currently scheduled to be completed in the summer of 2022 with Jefferson School students, currently attending the Ponus Lower School, retuning for the fall 2022 semester.

As part of the project the city has previously approved the purchase of new furniture for the building. Antinozzi Associates, the project Architect, designed the furniture and technology package for the project incorporating input from Jefferson Elementary School staff. The package was presented at the Facilities Committee of the Board of Education Meeting on April 28, 2021 and recommended for approval at the May 4, 2021 Board of Education Meeting where it was approved. Subsequently the package was presented to the State of Connecticut Office of School Construction Grants where it received approval to be bid.

In early October the furniture and technology package was advertised for bids by the City purchasing agent. Ten bids were received in response to the solicitation, however one was found to be non-compliant and therefore not accepted. The remaining submissions were evaluated on an item by item basis to determine the lowest responsible bidder and created a comprehensive furniture package. After review of the bids the team is recommending purchase orders to be issued to Insalco Corporation, Lakeshore Learning Materials, LLC, Monitor Equipment Co., Inc., Red Thread Spaces, LLC. and W.B. Mason Co. Inc. We are recommending purchase orders be

issued to Connecticut Communications, LLC in accordance with pricing based on Connecticut State Contract #18PSX0097, eplus Technology Inc. in accordance with pricing based on Connecticut State Contract #18PSX0202 and Raptor Technologies, LLC as a sole source provider.

ACTION REQUESTED:

1.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to Insalco Corporation for various furniture items for the Jefferson Elementary School Renovate-as-New project for a total sum of \$53,397.27. Funds are available in Acct. #0919/0920 5010 5777 C0619.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$3,000.
2.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to Lakeshore Learning Materials, LLC. for various furniture items for the Jefferson Elementary School Renovate-as-New project for a total sum of \$8,217.44. Funds are available in Acct. #0919/0920 5010 5777 C0619.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$1,500.
3.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to Monitor Equipment Co., Inc. for various furniture items for the Jefferson Elementary School Renovate-as-New project for a total sum of \$5,088.00. Funds are available in Acct. #0919/0920 5010 5777 C0619.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$1,000.
4.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to Red Thread Spaces, LLC.. for various furniture items for the Jefferson Elementary School Renovate-as-New project for a total sum of \$20,107.15. Funds are available in Acct. #0919/0920 5010 5777 C0619.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$2,000.
5.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to W.B. Mason Co. Inc. for various furniture items for the Jefferson Elementary School Renovate-as-New project for a total sum of \$602,651.00. Funds are available in Acct. #0919/0920 5010 5777 C0619.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$30,132.
6.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to CT Communications (State Contract #18PSX0097) for the Telephone System for the Jefferson

Elementary School Renovate-as-New project for a total sum of \$19,858.00. Funds are available in Acct. #0919/0920 5010 5777 C0619.

- b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$2,000.
- 7.
- a. Authorize the Purchasing Agent to issue a Purchase Order to Raptor Technologies, LLC. for the Visitor Management System for the Jefferson Elementary School Renovate-as-New project for a total sum of \$2,395.00. Funds are available in Acct. #0919/0920 5010 5777 C0619.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$1,000.
- 8.
- a. Authorize the Purchasing Agent to issue a Purchase Order to ePlus Technology, Inc. (State Contract #18PSX0202) for Computer Networking Electronics for the Jefferson Elementary School Renovate-as-New project for a total sum of \$113,171.02. Funds are available in Acct. #0919/0920 5010 5777 C0619.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$6,000.

FURNISHINGS, FIXTURES EQUIPMENT - BID ANALYSIS SPREADSHEET

Renovations Addition
Jefferson Elementary School
75 Van Buren Ave., Norwalk, CT 06850
State Project #108-0251 RMV
FF+E Technology - Phase 2 of 2
Antinazzi Project #19058

LEGEND	11/16/21
###	APPROVED LOWEST BIDDER, AS SPECIFIED
###	APPROVED LOWEST BIDDER, USING SUBSTITUTE, MEETS SPEC.

APPROVED LOWEST BIDDER, USING SUBSTITUTE, MEETS SPEC.																					
Qty.	Item Tag	Manufacturer	Description	Vendor A (Insalco)		Vendor B (Lakeshore Learning)		Vendor C (Monitor)		Vendor D (Red Thread)		Vendor E (RHL)		Vendor G (School Specialty)		Vendor H (WBM)		Recommendation		Vendor	Notes:
				Unit Cost	Total	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost		
												\$342.70	\$10,623.70			\$285.00	\$8,835.00	\$285.00	\$8,835.00	WBM	
				\$296.07	\$9,178.17							\$427.80	\$3,850.20			\$850.00	\$3,150.00	\$350.00	\$3,150.00	WBM	
31	A-1	9to5	Teacher Chair	\$374.88	\$3,373.92											\$325.00	\$975.00	\$325.00	\$975.00	WBM	
9	A-2A	9to5	Chair, Task, Arms, Carpet Casters	\$342.93	\$1,028.79							\$393.30	\$1,179.90			\$285.00	\$5,700.00	\$285.00	\$5,700.00	WBM	
3	A-2B	9to5	Chair, Task, Arms, Hard Fl Casters	\$296.07	\$5,921.40							\$342.70	\$6,854.00			\$350.00	\$700.00	\$350.00	\$700.00	WBM	
20	A-2C	9to5	Chair, Task, Arms, Conf Rm.	\$374.88	\$749.76							\$159.00	\$636.00			\$155.49	\$621.96	\$155.49	\$621.96	Insalco	
2	A-2D	9to5	Chair, Task, Arms, LC	\$155.49	\$621.96							\$179.40	\$717.60			\$159.00	\$477.00	\$155.49	\$466.47	Insalco	
4	A-3	9 to 5	Chair, Guest, White Plastic	\$155.49	\$466.47							\$179.40	\$538.20			\$180.00	\$720.00	\$180.00	\$720.00	WBM	
3	A-3A	9 to 5	Chair, Guest, Gray Plastic	\$180.20	\$720.80							\$206.08	\$824.32			\$1,675.00	\$1,675.00	\$1,675.00	\$1,675.00	WBM	
4	A-4	9 to 5	Chair, Guest, Fabric													\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	WBM	
1	A-5A	Allsteel	Desk, Return Right, Color:Loft													\$1,795.00	\$7,180.00	\$1,795.00	\$7,180.00	WBM	
1	A-5AA	Allsteel	Desk, Return Right, Color: Teak													\$7,350.00	\$7,350.00	\$7,350.00	\$7,350.00	WBM	
4	A-5B	Allsteel	Desk, Return Left													\$4,250.00	\$4,250.00	\$4,250.00	\$4,250.00	WBM	
1	A-6	Allsteel	Desk, Principal													\$785.00	\$785.00	\$785.00	\$785.00	WBM	
1	A-7	Allsteel	Desk, Asst Principal													\$702.00	\$6,318.00	\$702.00	\$6,318.00	WBM	
1	A-8	Allsteel	Desk, Single Ped			\$919.08	\$919.08									\$720.00	\$6,480.00	\$720.00	\$6,480.00	WBM	
9	A-10	Allsteel	Lateral, 2 Dr.													\$720.00	\$720.00	\$720.00	\$720.00	WBM	
9	A-11	Allsteel	File, Lateral, 4 Dr., Muffin													\$910.00	\$2,730.00	\$910.00	\$2,730.00	WBM	
1	A-11A	Allsteel	File, Lateral, 4 Dr., Loft													\$385.00	\$2,310.00	\$385.00	\$2,310.00	WBM	
3	A-12	Allsteel	File, Lateral, 5 Dr.													\$2,775.00	\$5,550.00	\$2,775.00	\$5,550.00	WBM	
9	A-15	Allsteel	Bookcase, 3h			\$486.69	\$2,920.08									\$575.00	\$9,200.00	\$575.00	\$9,200.00	WBM	1
2	A-25	Allsteel	Conference Table					\$459.08	\$7,345.28							\$147.00	\$59,535.00	\$147.00	\$59,535.00	WBM	
16	A-30	Allsteel	Cabinet, Metal Storage	\$216.56	\$87,706.80	\$275.08	\$111,407.40	\$949.00	\$141,345.00							\$150.00	\$2,850.00	\$150.00	\$2,850.00	WBM	2
405	B-1	Scholar Craft	Student Desk	\$147.73	\$2,806.87	\$440.68	\$8,377.52	\$152.50	\$2,897.50							\$745.00	\$23,095.00	\$745.00	\$23,095.00	WBM	
19	B-1A	Scholar Craft	Student Desk ADA	\$1,047.16	\$32,461.96	\$919.08	\$28,491.48	\$895.00	\$27,745.00	\$1,112.95	\$34,501.45					\$475.00	\$1,900.00	\$475.00	\$1,900.00	WBM	3, 3a
31	B-2	Scholar Craft	Teacher Desk	\$361.59	\$1,446.36	\$247.48	\$989.92	\$662.00	\$2,648.00	\$665.81	\$2,663.64					\$175.00	\$700.00	\$175.00	\$700.00	WBM	4
4	B-3	Scholar Craft	Table, Utilitan	\$292.54	\$1,170.16	\$164.68	\$658.72			\$196.59	\$786.36					\$68.00	\$18,768.00	\$68.00	\$18,768.00	WBM	22
4	B-5	NorvaNivel	Stool, W/ Legs													\$66.00	\$8,712.00	\$66.00	\$8,712.00	WBM	2
276	B-6	Scholar Craft	Student Chair - 16h	\$66.94	\$18,475.44	\$118.68	\$32,825.28	\$90.00	\$24,840.00	\$100.68	\$27,787.68					\$77.00	\$10,472.00	\$77.00	\$10,472.00	WBM	2
132	B-7	Scholar Craft	Student Chair - 14h	\$64.22	\$8,477.04	\$118.68	\$15,665.76	\$87.50	\$11,550.00	\$100.68	\$13,289.76					\$77.00	\$2,156.00	\$77.00	\$2,156.00	WBM	2
136	B-8	Scholar Craft	Student Chair - 18h, Blue	\$75.87	\$10,318.32	\$127.88	\$17,391.68	\$94.00	\$12,784.00	\$113.18	\$15,392.48					\$2,200.00	\$6,800.00	\$1,696.00	\$5,088.00	Monitor	
28	B-8A	Scholar Craft	Student Chair - 18h, Grey	\$75.87	\$2,124.36	\$127.88	\$3,580.64	\$94.00	\$2,892.00	\$106.93	\$2,984.04										
3	B-9	NorvaNivel/ Substitute: HUF Furniture	Bookcase, Curved					\$1,896.00	\$5,088.00	\$1,048.86	\$3,146.58					\$1,385.00	\$24,930.00	\$1,385.00	\$24,930.00	WBM	5, 11, 19
18	B-10	NorvaNivel	Bookcase, Edge: Orange			\$735.08	\$13,231.44	\$863.00	\$15,534.00	\$784.09	\$14,113.62					\$1,385.00	\$55,400.00	\$1,385.00	\$55,400.00	WBM	5, 11, 19
40	B-10A	NorvaNivel	Bookcase, Edge: Island			\$735.08	\$29,403.20	\$863.00	\$34,520.00	\$784.09	\$31,363.60					\$1,385.00	\$58,170.00	\$1,385.00	\$58,170.00	WBM	5, 11, 19
42	B-10B	NorvaNivel	Bookcase, Edge: Yellow			\$735.08	\$30,873.36	\$863.00	\$36,246.00	\$784.09	\$32,931.78					\$1,950.00	\$23,400.00	\$1,950.00	\$23,400.00	WBM	11, 20, 21
12	B-11	NorvaNivel	Cubby for 12, Edge: Orange			\$1,287.08	\$15,444.96	\$1,294.00	\$15,528.00	\$732.95	\$8,795.40					\$1,950.00	\$31,200.00	\$1,950.00	\$31,200.00	WBM	11, 20, 21
16	B-11A	NorvaNivel	Cubby for 12, Edge: Island			\$1,287.08	\$20,593.28	\$1,294.00	\$20,704.00	\$732.95	\$11,727.20					\$1,950.00	\$31,200.00	\$1,950.00	\$31,200.00	WBM	11, 20, 21
16	B-11B	NorvaNivel	Cubby for 12, Edge: Yellow			\$1,287.08	\$20,593.28	\$1,294.00	\$20,704.00	\$732.95	\$11,727.20					\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	WBM	2, 7
1	B-12	NorvaNivel	Bookcase w/ seating					\$6,477.00	\$6,477.00	\$8,440.91	\$8,440.91					\$3,250.00	\$61,750.00	\$3,250.00	\$61,750.00	WBM	3a, 6
15	B-13	NorvaNivel	Teacher Storage Unit					\$2,073.00	\$39,387.00	\$1,095.45	\$20,813.55					\$305.00	\$3,660.00	\$305.00	\$3,660.00	WBM	2, 8
12	B-15	NorvaNivel	Stools, Espresso/Autumn	\$216.05	\$2,592.60					\$274.91	\$3,298.92					\$305.00	\$5,490.00	\$305.00	\$5,490.00	WBM	2, 8
18	B-15A	NorvaNivel	Stools, Mustard/Olive	\$216.05	\$3,888.90					\$274.91	\$4,948.92					\$305.00	\$7,320.00	\$305.00	\$7,320.00	WBM	2, 8
24	B-15B	NorvaNivel	Stools, Graphite/Atlantic	\$216.05	\$5,185.20					\$274.91	\$6,597.84					\$305.00	\$915.00	\$305.00	\$915.00	WBM	2, 8
3	B-15C	NorvaNivel	Stools, Clover/ Latta	\$216.05	\$648.15					\$274.91	\$824.73										

FURNISHINGS, FIXTURES EQUIPMENT - BID ANALYSIS SPREADSHEET

Renovations Addition

Jefferson Elementary School

75 Van Buren Ave., Norwalk, CT 06850

State Project #103-0251 RNV

FF+E Technology - Phase 2 of 2

Amninozzi Project #19058

Antinori Project #19058																								
2	B-16	NorvaNivel; Substitute: Formcore	Bench, Espresso/Olive	\$1,079.35	\$2,158.70														\$553.74	\$1,107.48				
																			\$805.00	\$1,610.00	\$553.74	\$1,107.48	Red Thru	
2	B-16A	NorvaNivel; Substitute: Formcore	Bench, Espresso/Mustard	\$1,079.35	\$2,158.70														\$805.00	\$1,610.00	\$553.74	\$1,107.48	Red Thru	
3	B-17	NorvaNivel	Table, Folding, Edges/Island	\$734.44	\$2,203.32				\$1,157.00	\$3,471.00	\$618.18	\$1,854.54							\$805.00	\$2,415.00	\$805.00	\$2,415.00	WBM	3a, 7a
3	B-17A	NorvaNivel	Table, Folding, Edge: Yellow	\$734.44	\$2,203.32				\$1,157.00	\$3,471.00	\$618.18	\$1,854.54							\$805.00	\$2,415.00	\$805.00	\$2,415.00	WBM	3a, 7a
1	B-18	NorvaNivel; Substitute: Fleetwood Furniture	Table, Round	\$275.58	\$275.58				\$910.00	\$910.00	\$679.89	\$679.89							\$900.00	\$900.00	\$679.89	\$679.89	Red Thru	
10	B-21	NorvaNivel; Substitute: Fleetwood Furniture	Table, Half Round, 28h	\$186.28	\$1,862.80				\$715.00	\$7,150.00	\$545.23	\$5,452.30							\$875.00	\$8,750.00	\$545.23	\$5,452.30	Red Thru	
4	B-22A	NorvaNivel	Table, Steam						\$1,053.00	\$4,212.00	\$1,339.99	\$5,359.96							\$1,595.00	\$6,380.00	\$1,595.00	\$6,380.00	WBM	
2	B-22B	NorvaNivel	Table, Steam, ADA						\$1,190.00	\$2,380.00	\$1,001.14	\$2,002.28							\$1,595.00	\$3,190.00	\$1,595.00	\$3,190.00	WBM	3a, 9
30	B-22C-I	NorvaNivel	Steam Table Tubs, M						\$19.50	\$585.00	\$16.00	\$480.00							\$14.00	\$420.00	\$14.00	\$420.00	WBM	
16	B-22D-I	NorvaNivel	Steam Table Tubs, S						\$13.50	\$195.00	\$12.50	\$125.00							\$12.00	\$120.00	\$12.00	\$120.00	WBM	
5	B-23	NorvaNivel	Table, Plektrum	\$310.63	\$1,553.15				\$773.00	\$3,865.00	\$379.55	\$1,897.75							\$615.00	\$3,075.00	\$615.00	\$3,075.00	WBM	2, 10
28	B-24	NorvaNivel; Substitute: Lakeshore Learning	Table, Semi Circle	\$306.45	\$8,580.88	\$293.48	\$8,217.44		\$1,131.00	\$31,668.00	\$604.55	\$16,927.40							\$1,100.00	\$30,800.00	\$293.48	\$8,217.44	Lakeshore	
20	B-25-I	Lakeshore Learning	Rug	\$356.20	\$7,124.00	\$459.08	\$9,181.60		\$620.00	\$12,400.00									\$425.00	\$8,500.00	\$425.00	\$8,500.00	WBM	2
8	B-26	NorvaNivel	Screen						\$1,677.00	\$13,416.00									\$495.00	\$3,960.00	\$495.00	\$3,960.00	WBM	
9	B-27	NorvaNivel	Pegboard						\$695.00	\$2,085.00									\$315.00	\$945.00	\$315.00	\$945.00	WBM	
6	B-28	Lakeshore Learning	Big Book Easel	\$417.08	\$2,502.48				\$585.00	\$3,510.00									\$400.00	\$2,400.00	\$400.00	\$2,400.00	WBM	
98	C-1	Sto5	Sto5 Seating Chair	\$99.27	\$9,728.46									\$117.57	\$11,521.86	\$309.17	\$30,298.66		\$85.00	\$8,833.00	\$85.00	\$8,833.00	WBM	
16	C-2	AmTab	Cafeteria Mobile Round Table	\$891.78	\$14,268.48														\$775.00	\$12,400.00	\$775.00	\$12,400.00	Red Thru	
1	D-1	Blick	Drying Rack	\$643.29	\$848.29														\$950.00	\$950.00	\$950.00	\$950.00	WBM	2
2	H-1	Clinton Industries	Recovery Couch	\$585.35	\$1,170.70														\$720.00	\$1,440.00	\$720.00	\$1,440.00	WBM	2
1	H-2	School Health	Narcotics Cabinet	\$479.16	\$479.16														\$800.00	\$800.00	\$800.00	\$800.00	WBM	2
1	H-3	Cardinal Detecto Scale Co	Scale	\$272.69	\$272.68														\$315.00	\$315.00	\$315.00	\$315.00	WBM	2
26	I-1	Tennisco	Industrial Shelving 30x24																\$355.00	\$9,230.00	\$355.00	\$9,230.00	WBM	
19	I-2	Tennisco	Industrial Shelving 30x12																\$305.00	\$5,795.00	\$305.00	\$5,795.00	WBM	
32	I-6	Safco	Whiteboard, Mobile	\$426.00	\$13,632.00	\$302.68	\$9,685.76												\$580.00	\$18,560.00	\$580.00	\$18,560.00	WBM	3a, 12
1	I-10	Safco	Flat Files	\$2,157.00	\$2,157.00														\$2,495.00	\$2,495.00	\$2,495.00	\$2,495.00	WBM	2
2	I-15	Safco	Folding Table	\$130.95	\$261.90														\$165.00	\$330.00	\$165.00	\$330.00	WBM	2
1	K-2-109	Community Playthings	Pre K Furniture - Rm. 109	\$20,142.05	\$20,142.05	\$9,124.36	\$9,124.36												\$12,400.00	\$12,400.00	\$20,142.05	\$20,142.05	Insalco	13, 14
1	K-2-110	Community Playthings	Pre K Furniture, Rm. 110	\$20,252.27	\$20,252.27	\$9,124.36	\$9,124.36												\$12,400.00	\$12,400.00	\$20,252.27	\$20,252.27	Insalco	13, 14
36	K-3-I	Community Playthings	Cots	\$92.05	\$3,313.80	\$64.39	\$2,318.04												\$67.00	\$2,412.00	\$92.05	\$3,313.80	Insalco	23, 25
2	K-4-I	Community Playthings	Cot Dolly	\$111.34	\$222.72	\$82.79	\$165.58												\$124.00	\$248.00	\$111.34	\$222.72	Insalco	24
2	K-5-I	Community Playthings	Blocks	\$1,392.05	\$2,784.10	\$827.08	\$1,654.16												\$690.00	\$1,380.00	\$1,392.05	\$2,784.10	Insalco	16
32	M-1	Flagman of America	Flag, Classroom	\$10.39	\$332.48														\$38.00	\$1,216.00	\$38.00	\$1,216.00	WBM	17
2	M-2-I	Rubbermaid	Waste Receptacle	\$200.53	\$401.06														\$420.00	\$840.00	\$200.53	\$401.06	Insalco	
62	M-3-I	Rubbermaid	Wastebasket	\$18.69	\$1,158.78														\$17.00	\$1,054.00	\$17.00	\$1,054.00	WBM	
45	M-4-I	Rubbermaid	Recycling	\$18.69	\$841.05														\$17.00	\$765.00	\$17.00	\$765.00	WBM	
1	M-5	Frigidaire	Top Freezer Refrigerator	\$800.00	\$800.00														\$1,200.00	\$1,200.00	\$800.00	\$800.00	Insalco	
1	PF-1-I	Flaghouse	Moving The Senses Set	\$653.56	\$653.56	\$448.03	\$448.03												\$700.00	\$700.00	\$653.56	\$653.56	Insalco	15
24	W-1	National Public Seating	Music Chair	\$83.03	\$1,992.72				\$110.00	\$2,640.00					\$106.16	\$2,547.84			\$82.50	\$1,980.00	\$83.03	\$1,992.72	Insalco	18
2	W-1A	National Public Seating	Music Chair Dolly	\$190.68	\$381.36				\$563.00	\$1,122.00					\$244.27	\$488.54			\$205.00	\$410.00	\$190.68	\$381.36	Insalco	
20	W-2	National Public Seating	Music Stand & Dolly	\$68.26	\$1,365.20				\$91.00	\$1,820.00					\$83.75	\$1,675.00			\$79.00	\$1,580.00	\$68.26	\$1,365.20	Insalco	
Grand total					\$327,241.19		\$411,827.09		\$515,469.50		\$306,754.28		\$41,676.76		\$47,101.54		\$701,984.00				\$669,460.86			

FURNISHINGS, FIXTURES EQUIPMENT

Renovations Addition

Jefferson Elementary School

75 Van Buren Ave., Norwalk, CT 06850

State Project #103-0251 RNV

FF+E Technology - Phase 2 of 2

Antinozzi Project #19058

Note Reason for Rejection:

- 1 Lowest bidder substitute does not meet spec: height too low, cubbies instead of open shelves, laminate instead of metal.
- 2 Lowest bidder substitution Form not submitted or incomplete information provided.
- 3 Lowest bidder substitute does not meet spec: size, materials not equal.
- 3a 2nd lowest bidder substitute form not submitted for this item.
- 4 Lowest bidder substitute does not meet spec: seat scooped edge not included.
- 5 Lowest bidder substitute does not meet spec: amount of cubbies not equal, overall depth not equal.
- 6 Lowest bidder substitute does not meet spec: writable surface on back of item not included.
- 7 2nd lowest bidder does not meet spec: ADA clearances not demonstrated.
- 7a lowest bidder does not meet spec: ADA clearance not demonstrated.
- 8 2nd lowest bidder does not meet spec: seat angled vs flat.
- 9 Lowest bidder substitute does not meet spec: item length not equal.
- 10 2nd lowest bidder substitute does not meet spec: shape not equal.
- 11 3rd lowest bidder substitution form not submitted.
- 12 Lowest bidder substitute does not meet spec: height too low
- 13 Lowest bidder substitute incomplete for this item.
- 14 2nd lowest bidder substitute does not meet spec: items included not required.
- 15 Lowest bidder substitute does not meet spec: package not equal to OT PT requirements.
- 16 Lowest bidder(s) cannot win this item: loose blocks associated with block shelf, awarded to other vendor.
- 17 Lowest bidder incomplete for this item.
- 18 Lowest bidder for combined chair & dolly awarded this item.
- 19 2nd lowest bidder substitute using TFL vs HPL on most surfaces of this item, reducing impact resistance, wearability & scratch resistance.
- 20 Lowest bidder substitute constructed using TFL vs HPL on most surfaces of this item, reducing impact resistance, wearability & scratch resistance.
- 21 2nd lowest bidder substitute does not meet spec: dimensions not equal, too high.
- 22 Lowest bidder substitute form provided for this item, but not for matching chair in varying sizes. 1 manufacturer of similar items preferred for this item.
- 23 Lowest bidder substitute does not meet spec: polyester cover does not have mesh for air circulation, or pocket for blanket.
- 24 Lowest bidder dolly is associated with rejected item.
- 25 Lowest bidder substitute does not meet spec: polyester cover does not have mesh for air circulation, or pocket for blanket.
Stacks 10 high on dolly vs 20.



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*
RE : LIBERTY SQUARE – RESTAURANT FREEZER LEASE
DATE: NOVEMBER 22, 2021

In 2014 , the City entered into a 5-year License Agreement renewal with the adjacent property owner of 195 Liberty Square for the installation and continued use of a restaurant refrigerator/freezer on City property. The lease area is approximately 10 feet by 14 feet. See attached site plan for additional information. The current lease expired on October 31, 2019 and annual payment is \$3,150.00. Mr. LaRose remains current with his rental payment through the Covid epidemic.

At the request of Mr. LaRose, I would like to request Common Council approval to renew the license agreement for additional 5 years. The rental payment would remain unchanged for the amount of \$3,150.00.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to renew the License Agreement with the property owner at 195 Liberty Square for the use of an abutting area(approximately 10 feet by 14 feet), for the continued use of an outdoor walk-in refrigerator/freezer. The Agreement period shall be retroactive from November 1, 2021 and ending October 31, 2026 for an annual amount of \$3,150.00.

← 185 Liberty Square Norwalk, Connecticut



VII.D

Memorandum

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

From: Darin L. Callahan, Assistant Corporation Counsel
Ann Catino, Outside Environmental Counsel (Halloran & Sage)

Co: Mario Coppola, Corporation Counsel
Steven Kleppin, Director of Planning and Zoning

Date: October 27, 2021

Re: Request by Head of the Harbor South, LLC concerning the City of Norwalk's Certificate of Special Permit, #8-14SP

Head of the Harbor South, LLC ("HOTH"), in accordance with Section 22a-133o of the Connecticut General Statutes ("C.G.S."), has applied for an Environmental Land Use Restriction ("BLUR") upon land it owns at 1 Smith Street ("Subject Property") as a mechanism for complying with environmental laws in lieu of other abatement activities. In order for HOTH to satisfy the statutory and regulatory requirements for issuance of an BLUR by the Department of Energy and Environmental Protection ("DEEP"), HOTH must first obtain a subordination agreement¹ from any and all encumbrancers (e.g. - easement holders) holding an interest in the Subject Property.

(b) (1) No owner of land may record an environmental land use restriction on the land records of the municipality in which such land is located unless he simultaneously records documents which demonstrate that each person holding an interest in such land or any part thereof, including without limitation each mortgagee, lessee, lienor and encumbrancer, irrevocably subordinates such interest to the environmental land use restriction, provided the commissioner may waive such requirement if he finds that the interest in such land is so minor as to be unaffected by the environmental land use restriction. The commissioner shall waive the requirement to obtain subordination agreements for any interest in land that, when acted upon, is not capable of creating a condition contrary to any purpose of such environmental land use restriction. An environmental land use restriction shall run with land, shall bind the owner of the land and his successors and assigns, and shall be enforceable notwithstanding lack of privity of estate or contract or benefit to particular land.

Conn. Gen. Stat. § 22a-1330(b)(1).

On December 3, 2015, the City of Norwalk ("City") approved Special Permit Number #8-14SP with certain conditions, including Condition 13 which provides "[T]hat the City retains the right to place public access signed as needed"² ("Condition 13"). Because this retained right could result in an installation with a *subsurface foundation*, DEEP has determined that Condition 13 is an encumbrance requiring

¹ A subordination agreement is an agreement to alter the natural priority of interests in land such that a prior-in-right interest holder's interest in land becomes subject to a subsequent-in-right interest holders interest in land by an agreement commonly referred to as a "subordination agreement."

² The Special Permit was recorded on December 7, 2015 in Volume 8272, Page 155 of the Land Records for the City of Norwalk.

subordination under Conn. Gen. Stat. § 22a-1330(b)(1). As such, HOTH is requesting that the City enter into a subordination agreement so that they may meet their ELUR application requirements.

I, in coordination with the City's Environmental Counsel (Ann Catino), the Public Works Department (Anthony Carr, Vanessa Valadares) and the WPCA (Ralph Kolb), worked with HOTH representatives on a similar request pertaining to an easement the City has on the Subject Property which was approved by the Common Council on its March 9, 2021 Agenda. We would use an agreement of similar form and substance used to subordinate said easement, a copy of which I have attached hereto as Exhibit 1 as a sample. This agreement includes provisions which allows the subordinating party to recover certain costs it incurs in complying with the terms of the BLUR together with an appropriate indemnification provision in favor of the City.

Based on the forgoing, we are recommending the following:

AUTHORIZE THE MAYOR, HARRY W. RILING TO ENTER INTO A SUBORDINATION AGREEMENT WITH HEAD OF THE HARBOR SOUTH, LLC PER TERMS OF THE MEMORANDUM OF ASSISTANT CORPORATION COUNSEL, DARIN L. CALLAHAN DATED OCTOBER 27, 2021.

EXHIBIT 1

SUBORDINATION AGREEMENT

The CITY OF NORWALK, a municipal corporation located in the County of Fairfield, State of Connecticut, having a principal office in Norwalk, Connecticut ("Norwalk"), is a holder of an General Utility Easement and Public Access Easement (hereinafter referred to as collectively as the "Easements"; the area identified in the Easements is hereinafter referred to as the "Easement Area") from Head of the Harbor South, LLC ("HOTH") to Norwalk reserved by deed dated December 7, 2015 and recorded December 7, 2015 in Volume 8272 at Page 148 of the Norwalk Land Records (the "Deed"). As referred to in this Agreement, the term "General Utility Easement" shall have the meaning ascribed in the Deed, but only to the extent that said easement was reserved in the Deed for the benefit of the City, and in no event to the extent that it was reserved for the benefit of any public utility company or other utility service provider; and the term "Public Access Easement" shall have the meaning ascribed in the Deed.

HOTH ("Land Owner") is the owner of certain land that the Land Owner acquired pursuant to a Deed located at 125 East Avenue, Norwalk, Connecticut (the "Land"), which Land is subject to, and burdened by, the Easements.

Norwalk has been advised that the Land Owner will be recording a Declaration of Environmental Land Use Restriction and Grant of Easement granted by the Land Owner to the Commissioner of the Energy and Environmental Protection of the State of Connecticut in the Norwalk Land Records ("Grant") and Norwalk agrees for itself, its successors and assigns, in consideration of the Land Owner's agreements in this Subordination Agreement, that subject to the other terms and conditions in this Subordination Agreement, the Easements are hereby modified to make the Easements subject and irrevocably subordinate to said Grant and to the rights, covenants, restrictions and easements created by and under said Grant (collectively, the "Grant Interest"), but only with respect to that portion, if any, of the Easement Area that is actually located within the Subject Area (as defined and described in the Grant) so that Norwalk agrees to be bound by and to comply with the provisions of the Grant subject to the terms and conditions set forth herein, notwithstanding that the Easements were recorded prior to the Grant or this Subordination Agreement. After recording the Grant and this Agreement, Land Owner agrees to provide copies of the recorded documents to Norwalk and note the volume and page numbers in the spaces below and return same to Norwalk.

Notwithstanding anything to the contrary contained in this Subordination Agreement, the Land Owner, on its behalf and on behalf of its successors and assigns, acknowledges and agrees, as a covenant on and against the Land running with the Land, that this agreement by Norwalk to subordinate its Easements to the Grant is further conditioned upon the following: (1) that any expense incurred by

Norwalk as a result of compliance with the Grant, the Grant Interests or with this Subordination Agreement or otherwise in connection with this Subordination Agreement (including but not limited to any expenses incurred by Norwalk in the enforcement of, or interpretation of, this Subordination Agreement) or as a consequence of the Easements being subordinate to the Grant and the Grant Interests, shall be borne entirely by the Land Owner, its successors and assigns, and shall be due and payable from same to Norwalk immediately upon demand by Norwalk; and (2) that the Land Owner, its successors and assigns, each agrees to defend, indemnify, reimburse and hold harmless Norwalk from and against any and all costs, expenses, fees (including but not limited to attorneys', consultant and expert fees), liabilities, penalties, fines, claims, losses, obligations, orders, suits or damages (collectively, "Costs") arising out of, or in connection with (i) the Grant, (ii) the Grant Interests, (iii) this Subordination Agreement, and (iv) any and all environmental conditions present in, on or under the Land unless such Costs are solely caused by Norwalk's intentional misconduct or gross negligence.

Further, notwithstanding anything to the contrary contained in this Subordination Agreement, with respect to compliance with paragraph 4 of the Grant, Norwalk has been advised by the Department of Energy and Environmental Protection ("DEEP") that DEEP considers a failure or imminent failure of it sanitary sewer line located within the Easement Area, including, without limitation, the full or partial collapse or blockage of said sanitary sewer line located therein or other unplanned event or condition that impacts Norwalk's ability to fulfill its public service obligations and requires the repair or replacement of the sanitary sewer line or other equipment located within the Easement Area to be an emergency under paragraph 4 of the Grant, and therefore, Norwalk reserves the right to perform such emergency work. Norwalk agrees to use commercially reasonable efforts to attempt to notify Land Owner of any such emergency work within ten (10) days of the completion of such work, and Norwalk and Land Owner agree to cooperate in fulfilling Land Owner's obligations under said paragraph 4.

Land Owner, on its behalf and that of its successors and assigns, further acknowledges and agrees that nothing contained in this Subordination Agreement shall affect any other easement or easement right that Norwalk may hold including any that involve Land Owner property.

Notwithstanding anything to the contrary contained in this Subordination Agreement, if the Land Owner fails to timely perform any obligation imposed on the Land Owner under this Subordination Agreement within 30 days of Land Owner's receipt of a written notice of default from DEEP or Norwalk (including but not limited to the Land Owner's obligation hereunder to timely reimburse and indemnify Norwalk from any Costs) and if Land Owner has not cured such default or has no valid defense to the alleged default which Land Owner has asserted and is pursuing, within said 30-day period, then Land Owner agrees that any time after

the expiration of said 30-day cure period Norwalk has the right to seek whatever remedy may be available to Norwalk either in law or equity, as well as to recover from Land Owner Norwalk's reasonable costs and expenses of enforcing Land Owner's obligations under this Subordination Agreement (including but not limited to attorneys', consultants, and expert fees incurred by Norwalk).

All notices required or permitted hereunder shall be sent via certified mail return receipt requested or nationally recognized overnight courier service as follows, provided that if Land Owner is no longer the owner of the Land then Norwalk shall be entitled to send such notice to the then current owner of the Land using the address for said current owner provided by the tax assessor of the municipality in which the Land is located:

To City of Norwalk:

City of Norwalk, Law Department
125 East Avenue, Norwalk, CT 06851
Attn: Corporation Counsel

To Land Owner:

Head of the Harbor South, LLC
1 Smith Street, Bldg B, Suite 101
Norwalk, CT 06851

With Copy to:

City of Norwalk, Dept. of Public Works
125 East Avenue, Norwalk, CT 06851
Attn: Chief of Operations and Public Works

City of Norwalk, Mayor's Office
125 East Avenue, Norwalk, CT 06851
Attn: Harry W. Rilling

Land Owner understands, acknowledges and agrees that this Subordination Agreement is being provided by Norwalk without any representations, covenants or warranties of any kind.

The covenants and obligations imposed on the Land Owner in this instrument shall be covenants and obligations that run with the land and are binding on the Land Owner, its successors and assigns, and inure to the benefit of Norwalk, its successors and assigns.

This Subordination Agreement is governed by the laws of the State of Connecticut without resort to any conflict of law principals that would result in the application of the law of any state other than the State of Connecticut.

WITNESS the execution hereof under seal this 29th day of April,

2021.

Signed and delivered in the presence of:

**HEAD OF THE HARBOR
SOUTH, LLC**

[Signature]
Witness

[Signature]
BY: Michael Discala
It's Member
Duly Authorized

Alan Webber
Print Name

[Signature]
Witness

Patricia R. Jurgielewicz
Print Name

STATE OF CONNECTICUT)
) ss. Norwalk April 29, 2021
COUNTY OF FAIRFIELD)

On this 29 day of April, 2021, before me, the undersigned officer, personally appeared, Michael Discala, who acknowledged himself to be a Member of Head of the Harbor South, LLC, and that as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public
My Commission Expires:

PATRICIA R. JURGIELEWICZ
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2022

Signed and delivered in the presence of:

CITY OF NORWALK

Sally Johnson
Witness

Harry W. Rilling
BY: Harry W. Rilling
It's Mayor
Duly Authorized

Sally Johnson
Print Name

Irene T. Dixon
Witness

Irene T. Dixon
Print Name

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss. Norwalk

22nd of June, 2021

On this 22nd day of June, 2021, before me, the undersigned officer, personally appeared, Harry W. Rilling, who acknowledged himself to be the Mayor of the City of Norwalk, and that as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as the free act and deed of said municipal corporation.

In Witness Whereof, I hereunto set my hand and official seal.

Irene T. Dixon
Notary Public
My Commission Expires:

ELUR recorded in the Norwalk Land Records at Volume ____ Page ____ on
_____, 2021

IRENE T. DIXON
NOTARY PUBLIC
State of Connecticut
My Commission Expires
December 31, 2021

Subordination Agreement recorded in the Norwalk Land Records at Volume ____
Page ____ on _____, 2021.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**SEPTEMBER 14, 2021
VIA TELECONFERENCE**

09 21 4021 5777 C0234
09 22 4021 5777 C0234
09 21 4021 5777 C0302
09 22 4021 5777 C0302
09 21 4021 5777 C0315
09 22 4021 5777 C0315
09 21 4021 5777 C0318
09 22 4021 5777 C0318
09 21 4021 5777 C0503
09 22 4021 5777 C0503
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 21 4021 5777 C0471
09 22 4021 5777 C0471
09 21 6030 5777 C0365
09 22 6030 5777 C0365
09 20 6030 5777 C0657

AUTHORIZED

3. Authorize the Mayor, Harry W. Rilling, to execute the 1st Amendment to the April 13, 2021 Agreement between the City of Norwalk and The Grasso Companies, LLC, for Project PM2021-1, Pavement Management Program, for an amount not to exceed \$1,000,000.00.

Account No. 09 20 4021 5777 C0021
09 21 4021 5777 C0021
09 21 4027 5777 C0302
09 20 4021 5777 C0503
09 21 4021 5777 C0503
09 20 4021 5777 C0649
09 21 4021 5777 C0318
03 00 00 2602

AUTHORIZED

4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Almstead Tree & Shrub Care Company LLC for the supply and planting of trees and shrubs for an amount not to exceed \$130,000 per year. The Agreement is for a period of three (3) years, with an option to extend for two (2) additional terms of one (1) year each.

Account No. 09 22 4021 5777 C0233
09 22 6030 5777 C0370
09 22 4120 5777 C0649

AUTHORIZED

5. Authorize the Mayor, Harry W. Rilling, to execute any and all documents related to State Project 102-364 West Avenue Traffic Adaptive Signal Project:



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 10/15/21

DEPARTMENT: DPW

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

Check One:

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

TOTAL COST: 348,000 MUNIS Account: 014025-5322

VENDOR: Cargill

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Conners Digitally signed by Sharon Conners Date: 2021.10.14 14:40:04 -04'00'	X	Supports	<i>Chris Torre</i>
Purchasing Agent Name		Does Not Support	Department Head Name
Sharon Conners	X	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	<i>Chris Torre</i>
Date			Date
10/14/2021			10/14/21

JUSTIFICATION:

Please see attached memo

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



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

Scope:

We recommend Cargill as a sole source provider for treated rock salt for the 2021-2022 winter season.

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

In addition, a major concern for our winter maintenance operations is making sure we have deicing product available. Cargill provides nationwide production and distribution capabilities with two major distribution hubs in our region. Lastly, Cargill Clearlane has the highest rating out of all major treated salt products in corrosive resistance, which doesn't affect the cars on the road, but does affect the equipment that handles and distributes the materials, saving on fleet maintenance costs. Our experience with Cargill as our treated salt provider has been very positive; this would be our fourth winter season using Cargill as our treated salt provider if approved. There is a three percent cost increase for the 2015-2016 winter season compared to last year pricing for Cargill's Clearlane product.

Resolution:

Authorize the Purchasing Agent to issue a Sole Source Purchase Orders to Cargill for Treated Road Salt for Snow and Ice Control, pricing not to exceed \$87.00 per ton for normal and after-hour deliveries effective for the 2021-2022 winter season.

Account # 014025-5322



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

Tuesday, October 12, 2021

Billing Information		Shipping Information	*Contact Information	
Account Number	1500028673	2500027733	Attn:	Chris Torre
Name	City of Norwalk	City of Norwalk	Title	
Address 1	125 East Ave	15 S Smith St	Phone	
P O Box			Fax	
City/State/Zip	Norwalk, CT 06851-5702	Norwalk, CT 06855-1017	Mobile	
County			e-mail	
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.				

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2021/2022 season.

Price Basis Per Ton			
Product	Delivered (Standard Truckload)	Estimated Tons	Terminal
100012763 -- ClearLane® enhanced deicer	\$87.00	5,000	2AKL Mount Marion
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION **WITHIN FIVE (5) BUSINESS DAYS** FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-800-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS --

- Provided this Price Quote Letter is signed and returned within five (5) business days from the Date, Cargill agrees to hold the quoted prices firm from October 12, 2021 through April 30, 2022. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customer's adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote Letter or (ii.) terminate this Price Quote Letter II, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

Payment Terms	NET 30	Credit Limit	ESTABLISHED
---------------	--------	--------------	-------------

Payment terms & credit limits are subject to change.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Salt, Road Safety Amanda Knaus District Manager Amanda_Knaus@cargill.com 440-690-8518 - p 952-387-1482 - f	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto.

Pg 1 of 2



MEMORANDUM

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

FROM: Mateo Arias – Junior Engineer

CC: Vanessa Valadares, PE – Principal Engineer
Drew Berndlmaier, PE – Senior Engineer

REF: Public Works Committee Agenda Item – Project PM 2021-1 Pavement Management Program

DATE: November 3, 2021

I would like to request that the following items be included on the agenda for the December 7, 2021 Public Works Committee meeting.

1. Technical Correction of Common Council Action of September 14, 2021, Item VII.C.3 to add account numbers 09 22 4021 5777 C0021 and 09 22 4021 5777 C0503
- a. Authorize the Mayor, Harry W. Rilling, to execute the 1st Amendment to the April 13, 2021 Agreement between the City of Norwalk and The Grasso Companies, LLC, for Project PM2021-1, Pavement Management Program, for an amount not to exceed \$1,000,000.00.

Account No.	09 20 4021 5777 C0021
	09 21 4021 5777 C0021
	09 21 4027 5777 C0302
	09 20 4021 5777 C0503
	09 21 4021 5777 C0503
	09 20 4021 5777 C0649
	09 21 4021 5777 C0318
	03 00 00 2602
	<u>09 22 4021 5777 C0021</u>
	<u>09 22 4021 5777 C0503</u>

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**SEPTEMBER 14, 2021
VIA TELECONFERENCE**

09 21 4021 5777 C0234
09 22 4021 5777 C0234
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09 21 4021 5777 C0318
09 22 4021 5777 C0318
09 21 4021 5777 C0503
09 22 4021 5777 C0503
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 21 4021 5777 C0471
09 22 4021 5777 C0471
09 21 6030 5777 C0365
09 22 6030 5777 C0365
09 20 6030 5777 C0657

AUTHORIZED

3. Authorize the Mayor, Harry W. Rilling, to execute the 1st Amendment to the April 13, 2021 Agreement between the City of Norwalk and The Grasso Companies, LLC, for Project PM2021-1, Pavement Management Program, for an amount not to exceed \$1,000,000.00.

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AUTHORIZED

4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Almstead Tree & Shrub Care Company LLC for the supply and planting of trees and shrubs for an amount not to exceed \$130,000 per year. The Agreement is for a period of three (3) years, with an option to extend for two (2) additional terms of one (1) year each.

Account No. 09 22 4021 5777 C0233
09 22 6030 5777 C0370
09 22 4120 5777 C0649

AUTHORIZED

5. Authorize the Mayor, Harry W. Rilling, to execute any and all documents related to State Project 102-364 West Avenue Traffic Adaptive Signal Project:

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**SEPTEMBER 14, 2021
VIA TELECONFERENCE**

WHEREAS, the City of Norwalk has initiated a project to upgrade traffic signals on a portion of West Avenue and Belden Avenue to traffic adaptive signals; and

WHEREAS, the City of Norwalk has published a news release, mailed a copy of the news release to required officials and agencies, and mailed a notification letter to abutting property owners, announcing the proposed transportation safety project known as State Project 102-364 West Avenue Traffic Adaptive Signal Project; and

WHEREAS, the construction phase will be funded utilizing 90% Federal Funds and 10% municipal funds; and

WHEREAS, a 30 day public comment period was provided to allow interested parties to voice their concerns; and

WHEREAS, no concerns have been raised by the residents or from the public during the comment period;

Now, therefore, be it resolved by the governing body of the City of Norwalk, find that State Project 102-364 West Avenue Traffic Adaptive Signal Project is in the best interest of the City of Norwalk, and will provide for the convenience and safety of the traveling public.

AUTHORIZED

6. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the September 8, 2020 Agreement between the City of Norwalk and Ahneman Kirby, LLC. for Project No. 4048 On-Call Surveying Services. The Amendment is to extend the Agreement for a period of one (1) year at a sum not to exceed \$150,000.00 with an option to extend for one (1) additional term for one (1) year.

Account No. 09 22 4021 5777 C0302
09 22 4021 5777 C0315
09 22 6030 5777 C0365
09 22 6030 5777 C0367
09 18 4021 5777 C0599
09 21 4021 5777 C0659
09 21 4021 5777 C0234
01 40 30 5258

AUTHORIZED

D. FINANCE AND CLAIMS COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: August 12, 2021 **APPROVED**
2. For informational purposes only: Narrative on Tax Collections Dated: August 12, 2021. **ACCEPTED**
3. For informational purposes only: Monthly Tax Collector's Report Dated: July 2021 **ACCEPTED**
4. Authorize the Mayor, Harry W. Rilling execute any and all agreements and other documents necessary to apply for and accept the grant award of \$50,818.18 from the FY 2020 FEMA Assistance to Firefighters Grant Program, funds to be used for physical fitness equipment to enhance firefighter health and safety. City Match Responsibility 10% of Grant Award. Account No.013120-5269. **AUTHORIZED**

- 3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Safety Markings, Inc. for Project TMP 2020-2 Proposed Pavement Marking, Symbols and Legends at Various Locations for a sum not to exceed \$128,935.00.

Account No. 09 18 4021 5777 C0562
09 19 4021 5777 C0562
09 20 4121 5777 C0562
09 18 4021 5777 C0598
09 19 4121 5777 C0598
09 20 4121 5777 C0598

AUTHORIZED

- 3b. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with Safety Markings, Inc. for Project TMP 2020-2 Proposed Pavement Markings, Symbols and Legends at Various Locations for a sum not to exceed \$12,893.00.

Account No. 09 18 4021 5777 C0562
09 19 4021 5777 C0562
09 20 4121 5777 C0562
09 18 4021 5777 C0598
09 19 4121 5777 C0598
09 20 4121 5777 C0598

AUTHORIZED

4. Authorize the Mayor, Harry W. Rilling, to execute a Fourth Amendment to the August 28, 2007 agreement for Professional Engineering Services between the City of Norwalk and A. DiCesare Associates, P.C., regarding the East Avenue Reconstruction Project, for an amount not to exceed \$91,000.00 in accordance with the attached scope of services dated July 27, 2020.

Account No. 09 11 4021 5777 C0471
09 12 4021 5777 C0471
09 19 4021 5777 C0471
09 20 4021 5777 C0471
09 21 4021 5777 C0471

AUTHORIZED

- 5a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and M. Rondano, Inc. for project DRG2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$954,320.00.

Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**SEPTEMBER 8, 2020
VIA TELECONFERENCE**

09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318

AUTHORIZED

- 5b. Authorize the Chief of Operations and Public Works, to execute orders on the contract with M. Rondano, Inc. for project DRG2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$95,500.00.

Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318

AUTHORIZED

6. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Ahneman Kirby, LLC for On-Call Surveying Services. The Agreement is for a period of one (1) year at a sum not to exceed \$120,000.00 with an option to extend for two (2) additional terms for one (1) year each.

Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318
09 06 4021 5777 C0315
09 20 4027 5777 C0643
01 40 30 5258

AUTHORIZED

7. Authorize the Mayor, Harry W. Rilling, to execute a Maintenance Agreement between the City of Norwalk and Metropolitan Reality Associates, LLC for the maintenance of the fence installed on the existing retaining wall within the City Right-of-Way along the length of the frontage of the property located at 1 Bates Court adjacent to Dr. Martin Luther King, Jr. Drive. **AUTHORIZED**
8. Authorize the Mayor Harry W. Rilling, to execute the Gift Letter in order to demonstrate formal acceptance of the gift of the Fence from the Lockwood Mathews Mansion Museum. **AUTHORIZED**

B. HEALTH AND PUBLIC SAFETY COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Department of Justice under the FY2020 Edward Byrne Memorial Justice Assistance Grant, in the amount of \$33,741.00. **AUTHORIZED**

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



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



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.



Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.



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

**CITY OF NORWALK
WATER POLLUTION CONTROL AUTHORITY VIA ZOOM VIRTUAL
VIDEOCONFERENCE AND TELECONFERENCE
REGULAR MEETING
October 18, 2021**

Attendance: Darren Oustafine, Chairman
Lewis Clark, Vice Chairman
John Igneri
John Bove
John Flynn
Thomas Keegan
George Tsiranides

Staff: Anthony Carr, Chief of Operations and Public Works
Chris Torre, Superintendent of Operations
Ralph Kolb, WPCA Senior Environmental Engineer

Others: John Marcin, Project Manager, SUEZ
Matthew Brown, Asst. Project Manager, SUEZ
Attorney Mathew Todaro, Verrill Dana, LLP

1. CALL TO ORDER

Mr. Oustafine called the meeting to order at 5:30PM.

**2. EXECUTIVE SESSION TO DISCUSS DRAFT CONSENT ORDER, SEWER
APPEALS AND CONNECTION FEES.**

**** MR. IGNERI MOVED TO ENTER INTO EXECUTIVE SESSION.
THE MOTION PASSED UNANIMOUSLY.

Executive session began at 5:51PM
Executive session ended at 6:19PM
There were no motions made and no votes were taken.

**3. APPROVE THE MINUTES FROM WPCA MEETING HELD ON SEPTEMBER 20,
2021. (COPY INCLUDED)**

**** MR. KEEGAN MOVED TO APPROVE THE MEETING MINUTES AS
SUBMITTED.
** THE MOTION PASSED UNANIMOUSLY.**

**4. AUTHORIZE THE ALLOCATION OF \$300,000 TO THE DEPARTMENT OF
PUBLIC WORKS FOR USE ON THE STORM/SEWER SEPARATION PROJECT
BEING ADMINISTERED BY THE DEPARTMENT OF PUBLIC WORKS UNDER THE
SEPTEMBER 8, 2020 AGREEMENT BETWEEN THE CITY OF NORWALK LAND M.
RONDANO, INC. FOR PROJECT DGR 2020- ON CALL DRAINAGE
IMPROVEMENTS AT VARIOUS LOCATIONS.**

ACCOUNT NO. 09204062-5777-C0361

Mr. Kolb said that the WPCA has done this in the past for the Wilton Avenue area and the intent of this is to issue a purchase order to Rondano, Inc. to be managed by DPW for when the contractor installs the storm drain at various locations. He said the two locations in particular that are critical for the WPCA are Plymouth Avenue and Ohio Avenue because currently there is either minimal or no storm drainage, and the eight catch basins that are located on those roads are connected to the city's sanitary sewer so during moderate to heavy wet weather events the system starts to surcharge due to the additional flow. He said as part of the project the catch basins will be disconnected from the sanitary sewer and once these two streets have been done there may be one other location that the contractor and DPW will be looking at. Mr. Oustafine asked if the city and WPCA will be splitting the cost. Mr. Kolb said the cost will be shared and the WPCA will be paying for the work on Plymouth Avenue and Ohio Avenue due to the separation from the sanitary sewer. Mr. Igneri asked where the storm water will go after the separation. Mr. Kolb said DPW will have Ronano install new storm pipes and connect them to the new storm drain system and will discharge to the receiving water body.

Mr. Oustafine asked if the WPCA had contributed to eliminating and separating a combined system in the past. Mr. Kolb said "yes" in the area of Wilton Avenue and there was a cost sharing.

Mr. Flynn joined the meeting at 6:27PM

**** MR. BOVI MOVED TO APPROVE THE ITEM.**
**** THE MOTION PASSED UNANIMOUSLY.**

5. CONTRACT OPERATIONS REPORT:

a. SUEZ Monthly Operating Report-September 2021 (copy included)

Mr. Marcin reported and said there was a significant impact last month due to the storms on September 1st and September 2nd and had a total of 7.51 inches on rain over a 24-hour period and led to a lot of flash flooding and significant increases in flows at the Wastewater Treatment Plant. At 10:00AM on September 1st we had exceeded the 30 MGD limit and activated Outfall 002 for 25 ½ hours until 11:30PM on September 2nd and the system performed very well during the event and presented the highlights. He said that during the event we had 100% reliability of the mechanical systems and all of the pumps and all of the pump stations ran and there were no failures and the pumps at the wastewater treatment plant ran at 100% during the entire storm with no issues. He said the Ann Street syphon was again activated for this event for two hours and 20 minutes during the peak of the storm and had SSO's at the same locations we had seen during the July event.

Mr. Marcin said the team was able to complete .8 miles of sewer cleaning and almost three miles of TV inspections along with three miles of critical hot spot inspections. The IPP program continued with 28 inspections during the month, and we continue to receive septage from Stamford wastewater treatment plant during their construction. He said the

nitrogen performance numbers were very good but due to the high flows during the month ended up with monthly average of 590 pounds which is still well below the permit limits, but increased the running average slightly to 507 pounds per day.

b. Dewatering Equipment (centrifuge) and Odor Control Project Update

Mr. Marcin reported that the mechanical installation of the scrubber is complete, and the electricians are finalizing the final electrical hook up's and control system balancing this week and will be turning the unit on early next week in the odor control and solids handling building.

c. Orchard Street Sanitary Sewer Improvements Update

Mr. Marcin provide an update on the Orchard Street lining project and said it is a fairly complex project and there are a lot of details in the bypass pumping and want to be extra careful and be sensitive to the residents, and have also identified a few small excavations that will be performed ahead of time to make the bypass pumping go smoother and are scheduled and will happening soon. He said the final step is to put together the traffic control plan and review it with DPW engineering staff and will them discuss an implementation schedule.

Mr. Marcin provided an update of the merger between Veolia and SUEZ and said there has been a lot of good progress and are on schedule for a mid-December early January transition and it will expand our regional resources and will provide further updates as we get closer.

Mr. Keegan left the meeting at 6:42PM.

6. REPORTS

a. FY 21/22 Revenues/Expenditures MUNIS Report (copy included)

There was no discussion.

b. Discussion on WPCA Projects:

1) Collection-Sanitary Sewer System Rehabilitation- Various Locations

Mr. Kolb reported and said last month it was reported that the lining on Smith Street went well and was completed at the end of August. He said that AJ Penna is doing some point repair work, and Green Mountain is doing CCTV work on the sections of pipe that will soon be lined and are hoping to finish out the contract by the end of this calendar year.

2) Collection- Dreamy Hollow Area

Mr. Kolb reported and said Woodard and Curran is doing a major design and will be installing major drainage in the Dreamy Hollow area for DPW and will be going out to bid shortly. He said there is also a sanitary sewer component because where the drainage is going the sanitary sewer will need to be relocated and he and Chief Carr have been working with Woodard and Curran on the design of the sanitary sewer and capacity analysis to ensure that any replacement of the sanitary sewer is designed with sufficient pitch and capacity for the area.

3) Collection- Belden and Burnell Blvd. Gravity Sewer

Mr. Kolb reported and said that A. Vitti Construction had started the project last week and will be redirecting the flow from underneath the buildings at the Yankee Doodle Garage and the adjoining building and the work should be completed within 30 days.

4) PS- Five Mile, Old Trolley Way, Karen Dr., and Woodward Ave. Rehabilitation

Mr. Kolb reported and said the Kovacs Construction contract has been ongoing and they have 360 days to complete all of the work and we have a monthly meeting with the team.

5) WWTP- Aeration Tanks Electrical Infrastructure Improvements (copy included)

Mr. Kolb reported and said the project is going out to bid within the next couple of weeks and will be moving all of the low and high voltage electrical above the walking path, and once the work is completed SUEZ will be installing additional BNR analysis equipment to help optimize the wastewater treatment plant process.

c. Sewer Use Bill/ Appeals/Adjustments Update

1. Discussion on the Maritime Aquarium sewer use charge

Mr. Carr said it was determined that the best course of action would be for Verrill Law to provide a legal opinion on what is considered a fee versus a tax and the user is requesting a hardship for their sewer charge on the July 2020 invoice and the January 2021 invoice in the amount of approximately \$45,000.

Attorney Todaro said it is more accurate from the language of the statute both at the state level as well as the local code to use the term "charge" and there is a process in

the city code for an entity that is potentially appealing a charge and the process is laid out on the WPCA website where someone who can obtain the forms and file the appeal with the WPCA and can be heard either by the Director of Public Works or the WPCA Board, and any appellant has the right to appeal that decision to the Superior Court. He said the best fit is to run the request through the appeal process and recommend that they complete the sewer use appeal form and the WPCA can proceed to process the appeal just as they would any other appeal and at the hearing, they will have an opportunity to present their request and members of the public can weigh in on the appeal and the WPCA board will render a decision at some point.

Mr. Igneri asked if the appeal is due to Covid-19 and the impacts to the attendance at the Maritime Aquarium. Attorney Todaro said "yes". Mr. Igneri said there were many Federal and State grants available for organizations such as the Maritime Aquarium and asked if they had received any of those grants. Attorney Todaro said that would be a good question that could be asked of a representative of the aquarium if they decide to request an appeal of those charges. Mr. Igneri said the city has also announced that we have received Federal and State grants and questioned if they may qualify for those as well. Mr. Igneri said during this period the Maritime Aquarium had installed a new tank for the seals and would like to see the comparison in their bill to earlier years for the same time frame. Mr. Kolb said that he has the water data that can provided to the board but will now reach out to the Maritime Aquarium and ask if they want to submit a formal appeal. Mr. Oustafine requested that the water data be sent to the board prior to the next meeting. Mr. Tsiranides requested that staff ask a representative from the Maritime Aquarium if they had received any of the relief funds that were allocated, and if they have a grant writer who is also looking into additional funding opportunities.

Mr. Tsiranides left the meeting at 7:05PM.

2) Appeal Status

Mr. Kolb said the appeal status to date is \$125,049.

Mr. Oustafine asked if the WPCA is making money on the septage fees. Mr. Kolb said it fluctuates but \$175,000 is the anticipated revenue that will be collected this fiscal year and to date have collected just over \$19,000 but there is a lag in the reporting.

d. Information Copies: None

7. ADJOURNMENT

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

The meeting adjourned at 7:08PM.

Respectfully submitted,

Dilene Byrd



MEMORANDUM

TO: Anthony Carr, P.E. – Chief of Operations & Public Works
FROM: Drew Berndlmaier, P.E. – Senior Engineer
CC: Vanessa Valadares, P.E. – Principal Engineer
REF: Public Works Committee Agenda Item – DRG 2021-1: Dreamy Hollow / Betts Brook Area Drainage, Sanitary Sewer & Water Main Improvements
DATE: December 1, 2021

Today the Bid Opening was held for Project # DRG 2021-1; Dreamy Hollow / Betts Brook Area Drainage, Sanitary Sewer & Water Main Improvements.

Although we only had one bidder (Colonna Concrete & Asphalt Paving, LLC), their bid prices are comparable to our Engineer's Estimate and I've only received positive reviews so far, from the references that I've been able to reach. The four references who have provided feedback so far are the Cities of New London and Bridgeport, the Town of Waterford and Connecticut DOT (the State).

Colonna Concrete & Asphalt Paving, LLC has performed several contracts over many years for New London, including a \$5M+ project that included storm and sanitary work. The work performed for Bridgeport was a \$4.5M streetscape project. The work for the Town of Waterford (\$2M+) is just getting started, but relations are good and CT DOT was more than satisfied with the contractor on a \$3.1M project in Stratford, CT.

This contractor has also performed a \$5.8M project for the Town of Trumbull.

Because of this, I am recommending that we award this contract, Project # DRG 2021-1; Dreamy Hollow / Betts Brook Area Drainage, Sanitary Sewer & Water Main Improvements, to Colonna Concrete & Asphalt Paving, LLC.

Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Colonna Concrete & Asphalt Paving LLC., for Project DRG 2021-1 Dreamy Hollow/Betts Brook Area Drainage, Sanitary Sewer & Water Main Improvements, for an amount not to exceed \$864,505.00 (Base Bid), \$682,815.00 (Alternate 1) and \$5,598,675.00 (Alternate 2).

Account No.

09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 20 4062 5777 C0361
09 22 4062 5777 C0361
09 22 4021 5777 C0021

Authorize the Chief of Operations and Public Works, to execute Orders on Contract with Colonna Concrete & Asphalt Paving LLC., for Project DRG 2021-1 Dreamy Hollow/Betts Brook Area Drainage, Sanitary Sewer & Water Main Improvements, for an amount not to exceed \$ 715,000.00.

Account No.

09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 20 4062 5777 C0361
09 22 4062 5777 C0361
09 22 4021 5777 C0021

DRG 2021-1 Dreamy Hollow Bid Results

	Engineer's Estimate	Gallop Concrete & Asphalt Paving, LLC
	Total Cost	Total Cost
Base Bid	\$ 890,008.75	\$ 864,505.00
Alternate 1	\$ 665,527.50	\$ 682,815.00
Alternate 2	\$ 5,070,965.00	\$ 5,598,675.00

Project Number : DRG2021-1

Project Name : DREAMY HOLLOW/BETTS BROOK AREA DRAINAGE, SANITARY SEWER & WATER MAIN IMPROVEMENTS

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0107090A	RESTORATION OF PRIVATE PROPERTY	1	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,000.00	\$60,000.00
0201001A	CLEARING AND GRUBBING	1	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00
0202522	REMOVAL OF BITUMINOUS CONCRETE TYPE PAVEMENT	380	\$10.00	\$3,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.00	\$10,280.00
0204151A	WATER HANDLING	1	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90,000.00	\$90,000.00
0304002	PROCESSED AGGREGATE BASE	80	\$50.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$4,000.00
0406171A	HMA SUPERPAVE 0.50" (12.5) LEVEL 2	200	\$200.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120.00	\$24,000.00
0506017A	RETAINING WALL - PRECAST BLOCK	1	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68,000.00	\$68,000.00
0507632	PRECAST MANHOLE RISER	10	\$1,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00	\$8,000.00
0507769	ALTER EXISTING CATCH BASIN/MANHOLE	3	\$1,500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$3,000.00
0507771	RESET CATCH BASIN	1	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$750.00
0507781	RESET MANHOLE	2	\$1,200.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$1,500.00
0601158A	10' X 5' PRECAST CONCRETE BOX CULVERT	20	\$3,000.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$40,000.00
0601163A	8' X 4' PRECAST CONCRETE BOX CULVERT	180	\$1,900.00	\$342,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00	\$252,000.00
0686230.18	18" HIGH DENSITY POLYETHYLENE PIPE - 0' - 10' DEEP	40	\$70.00	\$2,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$220.00	\$8,800.00
0703010	STANDARD RIPRAP	20	\$100.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120.00	\$2,400.00
0814009A	RESET BELGIUM BLOCK PLANTER CURB	30	\$50.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	\$1,200.00
0815001	BITUMINOUS CONCRETE LIP CURBING	105	\$15.00	\$1,575.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.50	\$787.50
0922001A	BITUMINOUS CONCRETE SIDEWALK	30	\$50.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.00	\$1,650.00
0944003A	FURNISHING AND PLACING TOPSOIL	430	\$10.00	\$4,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.50	\$3,225.00
0950019A	TURF ESTABLISHMENT - LAWN	430	\$6.00	\$2,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.50	\$1,505.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00	\$75,000.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	250	\$30.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$15,000.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,700.00	\$26,700.00
1210104	4" DOUBLE YELLOW EPOXY RESIN PAVEMENT MARKINGS	60	\$10.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.25	\$75.00
1210124	24" WHITE EPOXY RESIN PAVEMENT MARKINGS	15	\$30.00	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.75	\$56.25
1300001A	SUPPORT OF EXISTING UTILITY POLES	1	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
1301904	TEMPORARY WATER BY-PASS	1	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00	\$24,000.00
1400000A	TEST PIT EXCAVATION (SANITARY SEWER)	4	\$1,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00	\$5,000.00

Project Number : DRG2021-1
Project Name : DREAMY HOLLOW/BETTS BROOK AREA DRAINAGE, SANITARY SEWER & WATER MAIN IMPROVEMENTS

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1401242	8" DUCTILE IRON PIPE (SANITARY SEWER)	60	\$150.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,050.00	\$63,000.00
1401662	SANITARY MANHOLE (4' DIA.) 0' TO 10' DEEP	10	\$1,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00	\$12,500.00
700.1C	8" DUCTILE IRON PIPE (WATER MAIN)	80	\$150.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$20,000.00
700.2	8" DUCTILE IRON GATE VALVE	6	\$2,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,100.00	\$12,600.00
			\$864,505.00		\$0.00		\$0.00		\$890,008.75	

Apparent Low Bidder : Colonna Concrete and Asphalt Paving, LLC
Second Bidder :
Third Bidder :

Project Number : DRG2021-1 ALT 1

Project Name : DREAMY HOLLOW/BETTS BROOK AREA DRAINAGE, SANITARY SEWER & WATER MAIN IMPROVEMENTS - ALTERNATE 1

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0201001A	CLEARING AND GRUBBING	1	\$44,000.00	\$44,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00
0202522	REMOVAL OF BITUMINOUS CONCRETE TYPE PAVEMENT	2,800	\$5.00	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.00	\$75,600.00
0204151A	WATER HANDLING	1	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00
0304002	PROCESSED AGGREGATE BASE	70	\$50.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$3,500.00
0406172A	HMA SUPERPAVE 0.375" (9.5) LEVEL 2	60	\$200.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$8,400.00
0507001A	TYPE "C" CATCH BASIN	1	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00
0507632	PRECAST MANHOLE RISER	10	\$1,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00	\$8,000.00
0507769	ALTER EXISTING CATCH BASIN/MANHOLE	1	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
0601163A	8' X 4' PRECAST CONCRETE BOX CULVERT	200	\$1,900.00	\$380,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00	\$280,000.00
0686230.15	15" HIGH DENSITY POLYETHYLENE PIPE - 0'-10' DEEP	50	\$65.00	\$3,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$10,000.00
0814009A	RESET BELGIUM BLOCK PLANTER CURB	25	\$50.00	\$1,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	\$1,000.00
0815001	BITUMINOUS CONCRETE LIP CURBING	75	\$15.00	\$1,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.50	\$562.50
0944003A	FURNISHING AND PLACING TOPSOIL	690	\$10.00	\$6,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.50	\$5,175.00
0950013	EROSION CONTROL MATTING	30	\$30.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00	\$60.00
0950019A	TURF ESTABLISHMENT - LAWN	690	\$6.00	\$4,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.50	\$2,415.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	75	\$30.00	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	\$4,500.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,965.00	\$19,965.00
1301904	TEMPORARY WATER BY-PASS	1	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00	\$24,000.00
1400000A	TEST PIT EXCVATION (SANITARY SEWER)	1	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00	\$1,250.00
1401642	SERVICE LATERAL (SANITARY SEWER)	2	\$3,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$5,000.00
1401662	SANITARY MANHOLE (4' DIA.) 0' TO 10' DEEP	10	\$1,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00	\$12,500.00
1401663	SANITARY MANHOLE (5' DIA.) 10' TO 20' DEEP	10	\$1,200.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$15,000.00
1401980	8" PVC PIPE (SANITARY SEWER)	110	\$150.00	\$16,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$33,000.00
700.1C	8" DUCTILE IRON PIPE (WATER MAIN)	100	\$150.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$25,000.00
700.2	8" DUCTILE IRON GATE VALVE	6	\$2,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,100.00	\$12,600.00
800.01	WATER SERVICES	40	\$150.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$4,000.00
			\$682,815.00		\$0.00		\$0.00		\$665,527.50	

Project Number : DRG2021-1 ALT 1
Project Name : DREAMY HOLLOW/BETTS BROOK AREA DRAINAGE, SANITARY SEWER & WATER MAIN IMPROVEMENTS - ALTERNATE 1

Project Name : DREAMY HOLLOW/BETTS BROOK AREA DRAINAGE, SPAN 10			Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estimate	
Items	Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Apparent Low Bidder : Colonna Concrete and Asphalt Paving, LLC										
Second Bidder :										
Third Bidder :										

Project Number : DRG2021-1 ALT 2

Project Name : DREAMY HOLLOW/BETTS BROOK AREA DRAINAGE, SANITARY SEWER & WATER MAIN IMPROVEMENTS - ALTERNATE 2

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estimate	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0201001A	CLEARING AND GRUBBING	1	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$4,000.00
0202522	REMOVAL OF BITUMINOUS CONCRETE TYPE PAVEMENT	7,735	\$5.00	\$38,675.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.00	\$208,845.00
0204151A	WATER HANDLING	1	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00
0304002	PROCESSED AGGREGATE BASE	1,720	\$50.00	\$86,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$86,000.00
0406172A	HMA SUPERPAVE 0.375" (9.5) LEVEL 2	1,400	\$200.00	\$280,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$196,000.00
0507001A	TYPE "C" CATCH BASIN	10	\$4,500.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850.00	\$8,500.00
0507022	TYPE "C" CATCH BASIN DOUBLE GRATE - TYPE II	5	\$6,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,270.00	\$6,350.00
0507632	PRECAST MANHOLE RISER	50	\$1,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00	\$40,000.00
0507769	ALTER EXISTING CATCH BASIN/MANHOLE	15	\$1,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$15,000.00
0507771	RESET CATCH BASIN	12	\$1,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$9,000.00
0507781	RESET MANHOLE	5	\$1,200.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$3,750.00
0601082A	5' X 4' PRECAST CONCRETE BOX CULVERT	1,390	\$1,500.00	\$2,085,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,390,000.00
0601163A	8' X 4' PRECAST CONCRETE BOX CULVERT	140	\$1,900.00	\$266,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00	\$196,000.00
0601463A	5' X 3' PRECAST CONCRETE BOX CULVERT	290	\$1,500.00	\$435,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$720.00	\$208,800.00
0601464A	6' X 5' PRECAST CONCRETE BOX CULVERT	30	\$1,900.00	\$57,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,600.00	\$48,000.00
0686230.15	15" HIGH DENSITY POLYETHYLENE PIPE - 0'-10' DEEP	240	\$65.00	\$15,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$48,000.00
0686230.18	18" HIGH DENSITY POLYETHYLENE PIPE - 0' - 10' DEEP	60	\$70.00	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$220.00	\$13,200.00
0702000	FURNISH TIMBER PILES	6,420	\$30.00	\$192,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$288,900.00
0702004A	REINFORCED CONCRETE PILE CAP	445	\$350.00	\$155,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00	\$400,500.00
0702025	DRIVING TREATED TIMBER PILES	6,420	\$30.00	\$192,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$288,900.00
0702059A	OBSTRUCTION DRILLING AND REMOVAL	1	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
0814009A	RESET BELGIUM BLOCK PLANTER CURB	390	\$50.00	\$19,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	\$15,600.00
0815001	BITUMINOUS CONCRETE LIP CURBING	390	\$15.00	\$5,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.50	\$2,925.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	150	\$50.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.00	\$8,250.00
0944003A	FURNISHING AND PLACING TOPSOIL	1,075	\$10.00	\$10,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.50	\$8,062.50
0950019A	TURF ESTABLISHMENT - LAWN	1,075	\$6.00	\$6,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.50	\$3,762.50
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	1,500	\$30.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00	\$90,000.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$133,370.00	\$133,370.00

Project Number : DRG2021-1 ALT 2

Project Name : DREAMY HOLLOW/BETTS BROOK AREA DRAINAGE, SANITARY SEWER & WATER MAIN IMPROVEMENTS - ALTERNATE 2

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1210124	24" WHITE EPOXY RESIN PAVEMENT MARKINGS	40	\$30.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.75	\$150.00
1301904	TEMPORARY WATER BY-PASS	1	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00
1400000A	TEST PIT EXCAVATION (SANITARY SEWER)	20	\$1,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00	\$25,000.00
1401642	SERVICE LATERAL (SANITARY SEWER)	45	\$2,500.00	\$112,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$112,500.00
1401662	SANITARY MANHOLE (4' DIA.) 0' TO 10' DEEP	150	\$1,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00	\$187,500.00
1401980	8" PVC PIPE (SANITARY SEWER)	2,440	\$100.00	\$244,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$732,000.00
700.1C	8" DUCTILE IRON PIPE (WATER MAIN)	430	\$150.00	\$64,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$107,500.00
700.2	8" DUCTILE IRON GATE VALVE	6	\$2,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,100.00	\$12,600.00
800.01	WATER SERVICES	420	\$150.00	\$63,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$42,000.00
			\$5,598,675.00		\$0.00		\$0.00		\$5,070,965.00	

Apparent Low Bidder : Colonna Concrete and Asphalt Paving, LLC

Second Bidder :

Third Bidder :

PROFESSIONAL SERVICES TASK ORDER

Task Order 1F

December 1, 2021

Exhibit A: Scope of Work

DESCRIPTION OF WORK

Per Task Order 1E, Woodard & Curran (W&C) has completed the "Dreamy Hollow/Betts Brook Area – Drainage, Sanitary Sewer, & Water Main Improvements" Plans and Specifications. The project will implement various mitigation measures to reduce the frequency, extents, and/or duration of flooding in the area, as well as replace components of the sanitary sewer and water systems that are aged and deteriorating. The project is currently out to bid.

With this Task Order, W&C will provide Bid Phase and Construction Administration Services for the project. The following details the additional scope of work.

SCOPE OF WORK:

This Task Order is to provide Construction Administration services associated with "Dreamy Hollow/Betts Brook Area – Drainage, Sanitary Sewer, & Water Main Improvements" construction project. It is anticipated that the project will be bid in the fall of 2021 and will commence construction in early 2022. The additional services that are to be provided by W&C are described in more detail below.

TASK 1 – CONSTRUCTION ADMINISTRATION SERVICES

W&C understands the City will provide overall administration of the Construction Contract and will provide full time daily onsite inspection services, and final inspection and acceptance of all construction. W&C will provide the following Construction Administration services in support, when requested by the City or as required by the Contractor's actions (i.e., issuance of RFIs, submittals, etc.):

- A. Contract Award Support: In support of the City Contract Award process, W&C will provide a Conformed Contract Document (Plans and Specifications, incorporating any addenda from the Bid Process) for inclusion in the contract between the City and the Contractor.
- B. Preconstruction Meeting: W&C will prepare for and attend the preconstruction meeting. At this time, it is assumed the meeting will be in person, at a location provided by the City. The City will prepare meeting agenda and meeting minutes.
- C. Project Meetings and Site Visits: W&C will attend construction meetings. These meetings are assumed to include a two-hour meeting and a one-hour site visit. For estimating purposes, we have assumed that they will be biweekly for the first two months; and then monthly until project completion. The total duration of construction is assumed to be 12 months, which equates to fourteen meetings. In addition, we have assumed a Sr. Technical Manager may be required for approximately 50% of the total time allocated to site visits. Senior technical personnel will only attend site visits if needed, and when requested or approved by the City. W&C will prepare meeting minutes and provide to the City and contractor in PDF format.
- D. Working Drawings/Submittal Review: Upon receipt of Working Drawings/Submittals, W&C will review and make the appropriate/necessary notations on each received submittal copy. W&C will return all "reviewed" copies to the Contractor with carbon copy to the City via an emailed PDF. For estimating purposes, forty separate submittal/work drawing reviews have been assumed at an estimated average of 8 hours per submittal.

- E. Requests for Information (RFI) Review: Upon receipt of RFIs, W&C will review and provide a written response to the RFI. W&C will transmit the response to an RFI in electronic, PDF format to the Contractor with carbon copy to the City.
- F. Substantial Completion Punchlist Walk Thru: W&C will accompany the City and other utility representatives to complete a substantial completion punchlist walk-thru. W&C will compile a list of deficiencies or corrections to be made by the contractor prior to acceptance of the improvements. A PDF copy of this list will be provided to the City and the contractor.
- G. Office Construction Administration Support – W&C will provide on-call office support when requested by the City for construction administration. Examples of this may include contractor change order review, or consultation related to the general administration of the contract (general conditions). For estimating purposes, we have included a T&M allowance of \$10,000.
- H. On-call Technical Support – W&C will provide on-call technical support when requested by the City to assist with engineering or construction questions not otherwise included in the contractor submittal or RFI processes. This would include office consultation of technical staff. For estimating purposes, we have included a T&M allowance of \$10,000.

At the City's request, we have assumed levels of effort for each task generally described in the scope of work above. The attached worksheet details the assumed levels of effort for key staff, using the attached 2021 W&C rates, and the corresponding fees per task.

ASSUMPTIONS

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

1. The City will be the prime administrator of the contract. The scope of work described above is a general description of the services that W&C may provide in support to the City but is not all inclusive. The fee amounts per task are estimates only and may change depending on the level of effort that the City and the project requires for each task.
2. All tasks will be billed on Time & Materials Basis up to the total Not to Exceed Amount indicated below. Work/services beyond the Total NTE shall only be provided to the City upon the receipt written City approval/authorization.
3. Design changes and any revisions to the specifications and plans during construction are not included in this proposal and may be provided under separate amendment or contract.
4. City will prepare preconstruction meeting agenda and minutes and provide the location or virtual platform for the meeting.
5. City will coordinate, schedule, and facilitate utility coordination meetings, as necessary.
6. Public notices or meetings will be by others.
7. This proposal does not include preparation of as-builts or record drawings.

COMPENSATION

Woodard & Curran proposes the estimated budgets below to perform the work described above on a Time & Material basis, invoiced monthly based upon the services completed. Monthly invoices will include a summary of services provided during the invoice period.

The deliverable to the City consists of approximately 1,500 total hours at the T&M budget and distribution detailed in the attached Task 1F Fee Estimate Worksheet, independent of construction/project duration. The budgets estimated per task are in the table below:

Task	Estimated Labor Fee	Estimated Expenses	Subtotal
A. Contract Award Support	9,000	-	9,000
B. Attend Preconstruction Meeting	2,800	500	3,300
C. Project Meetings and Site Visits	34,600	4,000	38,600
D. Working Dwgs/Submittal Review	98,500	-	98,500
E. RFI Review	49,000	-	49,000
F. Final Punchlist Walkthru	7,500	500	8,000
G. Contract Administration Support	50,000	-	50,000
H. On-call Technical Support	35,000	-	35,000
Estimated Total, Not to Exceed	286,400	5,000	291,400

SCHEDULE

W&C assumes the duration of this task order will be 12-14 months and is prepared to begin work upon written notice to proceed. Note that this estimated timeframe does not guarantee services over this period of time; it is simply an assumed basis of time used to help develop an estimated level of effort based on a T&M based budget. The deliverable to the City consists of approximately 1,500 total hours at the T&M budget and distribution detailed in the attached Task 1F Fee Estimate Worksheet, Independent of construction/project duration.

TERMS AND CONDITIONS

The existing Terms and Conditions from the agreement "By and Between City of Norwalk and Woodard & Curran, Inc, for On-call Engineering Services for Storm Drainage Evaluations at Selected Locations" dated August 12, 2019, will remain in effect for this Task Order. The City will provide an "Amendment to Agreement" for execution by W&C and the City.

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

Sincerely,

WOODARD & CURRAN, INC.



Anthony Catalano, P.E.
Senior Principal



Steve Lauria, P.E.
Principal

PN 232240.00

Attachments: - Task 1F Fee Estimate Worksheet
- 2021 Woodard & Curran, Inc. Standard Rate Table

Fee Estimate
Task 1F
Norwalk: Dreamy Hollow Construction Admin Support

		PIC	Sr PM	Sr TM	PM1	TM1	PE2	E3	Sr. Des.	PA	Total	Total Labor	Expenses	TOTALS	
Task	Task Description	Rate \$	266 \$	220 \$	200 \$	200 \$	185 \$	160 \$	152 \$	99 \$	Hrs	(rounded)	1.10 \$		
1.0	Construction Administration Services														
A.	Contract Award Support	Hrs	2	2	-	12	8	-	-	24	4	52	9,000	-	9,000
	Provide Conformed Contract Documents	Hrs	2	2	-	12	8	-	-	24	4	52	9,000	-	9,000
B.	Attend Preconstruction Meeting	Hrs	5	5	-	2	-	-	-	-	-	12	2,800	500	3,300
	Meeting Prep	Hrs	1	1	-	1	-	-	-	-	-	3	700	-	700
	Meeting Attendance	Hrs	4	4	-	1	-	-	-	-	-	9	2,100	500	2,600
C.	Project Meetings and Site Visits	Hrs	-	98	35	20	-	-	-	-	14	167	34,600	4,000	38,600
	Attend Project Meetings/Site Visits	Hrs	-	70	35	20	-	-	-	-	-	125	27,100	4,000	31,100
	Meeting Agenda and Minutes	Hrs	-	28	-	-	-	-	-	-	14	42	7,500	-	7,500
D.	Working Dwgs/Submittal Review	Hrs	-	-	-	80	80	80	320	-	5	565	98,500	-	98,500
	Working Drawings/Submittal Reviews	Hrs	-	-	-	80	80	80	320	-	5	565	98,500	-	98,500
E.	RFI Review	Hrs	-	-	-	20	40	160	40	-	10	270	49,000	-	49,000
	RFI Review	Hrs	-	-	-	20	40	160	40	-	10	270	49,000	-	49,000
F.	Final Punchlist Walkthru	Hrs	6	16	-	8	-	-	-	-	8	38	7,500	500	8,000
	Walkthru	Hrs	2	8	-	4	-	-	-	-	-	14	3,100	500	3,600
	Punchlist	Hrs	4	8	-	4	-	-	-	-	8	24	4,400	-	4,400
G.	Contract Administration Support	Hrs	10	100	-	100	-	24	-	-	9	243	50,000	-	50,000
	On-call Contract Administration Support	Hrs	10	100	-	100	-	24	-	-	9	243	50,000	-	50,000
H.	On-call Technical Support	Hrs	4	25	50	25	20	24	24	-	2	174	35,000	-	35,000
	On-call Technical Support	Hrs	4	25	50	25	20	24	24	-	2	174	35,000	-	35,000
TOTAL		Labor Hrs	27	246	85	267	148	288	384	24	52	1521	286,400	5,000	291,400
		Labor Cost	7,182	54,120	18,700	53,400	29,600	53,280	61,440	3,648	5,148				

12/1/2021

Municipal Metropolitan

2021 Rate Schedule



Consultant Personnel	
Labor Category	Hourly Rate
I. Support Services	
- Administrative	\$77
- Drafter	\$88
- Project Assistant	\$99
- Procurement Specialist	\$103
II. Professional Services	
- Technician	\$99
- Inspector	\$100
- Technician 2	\$105
- Designer / GIS Analyst / Operations Specialist	\$108
- Staff Engineer 1	\$116
- Scientist 1	\$119
- Geologist 1 / GIS Developer	\$121
- Staff Engineer 2 / Technical Service Specialist 1	\$126
- GIS Analyst 2	\$135
- Designer 2 / Engineer 1 / Resident Engineer / Scientist 2	\$136
- Geologist 2	\$141
- Designer 3	\$144
- Geologist 3	\$146
- Scientist 3	\$147
- Engineer 2	\$148
- Senior Designer	\$152
- Project Geologist / Project Scientist / Technical Service Specialist 2	\$153
- GIS App Developer / Project Management Professional	\$155
- Construction Manager / Engineer 3 / GIS Solutions Analyst / Planner / Project Geologist 2 / Project Technical Specialist 1	\$160
- GIS Manager / Project Engineer	\$169
- Project Scientist 2 / Project Technical Specialist 2	\$170
- Senior Planner	\$173
- Project Engineer 2 / Senior Geologist / Service Manager	\$185
- Project Manager 1 / Senior Technical Leader / Technical Expert 1 / Technical Manager 1	\$200
- Principal Project Manager / Project Manager 2 / Technical Expert 2 / Technical Manager 2	\$208
- Licensed Site Professional / Senior Project Manager / Senior Technical Manager	\$220
- Practice Leader	\$240
- Chief Technologist / Director of Practice / Principal	\$286
This Rate Schedule is confidential and for customer internal use only. W&C reserves the right to adjust billing rates annually.	

Expense Category

Travel¹
Expenses

.56/mile
At Cost Plus 10%

1. Mileage rate will change as the federal allowable rate is modified.
#291



UNITED
CONCRETE PRODUCTS

www.unitedconcrete.com
AMERICAN OWNED COMPANY



United Concrete Products
173 Church St
Yalesville, CT 06492
Phone: (800) 234-3119
Fax: (203) 265-4941

Quote Number: 46874

Order Date: 12/2/2021

Bill to:	NORWALK, CITY OF ACCTS PAYABLE-CITY HALL RM 233 125 EAST STREET NORWALK, CT 06856-5125	Delivery to:	ROWAYTON AVENUE OVER KEELERS BROOK NORWALK, CT 06850
Contact:		Project Manager:	
Phone :	Fax:	Phone :	Fax:
Customer ID:	1252	PO:	
Terms:	NET 30	ShipVia:	N/A
		Sales Rep:	James D

Qty	Item	Description	Weight	Unit F/H	Unit Price	TX	Extension
		Structure: ☐ BOX CULVERT					
8	BCCust	SKEWED BOX CULVERT 11'-0" SPAN X 7'-0" RISE X 60'-0" LONG CONSISTING OF (8) PRECAST SECTIONS	456,000	\$0.00	\$14,000.00	☒	\$112,000.00
2	BCHEAD	APPROX. HEAVIEST PICK = 57000 LBS. INTEGRAL BOX CULVERT HEADWALLS 14'-3" LONG X 4'-10 1/4" TALL (MAX) X 2' THICK (MAX)	40,000	\$0.00	\$14,000.00	☒	\$28,000.00
2	BCTOE	BOX CULVERT TOEWALLS W/ RETURN 14'-3" LONG X 3' TALL X 12" THICK (MAX)	13,000	\$0.00	\$3,950.00	☒	\$7,900.00
31	BCCust	APPROX. HEAVIEST PICK = 11000 PRECAST RETENTION BLOCKS 1'-0" LONG (MAX) X 1'-0" WIDE (MAX) X 6" TALL (MAX)	2,325	\$0.00	\$155.00	☒	\$4,805.00
		APPROX. HEAVIEST PICK = 75 LBS					\$152,705.00
		Structure: ☐ WINGWALLS					
5	BCWING	WINGWALLS WITH SOIL ANCHORS 10'-0" LONG (MAX) X 13'-6" TALL (MAX) X 1'- 3" THICK (MAX)	135,000	\$0.00	\$15,825.00	☒	\$79,125.00
4	BCWING	APPROX. HEAVIEST PICK = 27000 lbs. WINGWALLS FOOTINGS 2' -0" TALL X 3'-0" WIDE X 10'-0" LONG (MAX)	40,000	\$0.00	\$3,075.00	☒	\$12,300.00
		APPROX. HEAVIEST PICK = 10000 LBS ALTERNATE WINGWALLS W/ SOIL ANCHORS QUOTED.					\$91,425.00



United Concrete Products
173 Church St
Yalesville, CT 06492
Phone: (800) 234-3119
Fax: (203) 265-4941

Quote Number: 46874

Order Date: 12/2/2021

Total Weight 686,325

Taxable	\$0.00
Non-Taxable	\$244,130.00
Sub Total	\$244,130.00
Tax	\$0.00
Total	\$244,130.00

THIS QUOTATION IS GOOD FOR ONLY 10 DAYS.

PLEASE NOTE: MATERIAL LEAD TIMES (FROM SUPPLIERS) THAT ARE OUTSIDE OF UNITED CONCRETE'S CONTROL MAY IMPACT DELIVERY LEAD TIMES OF PRODUCT.

ALL PRICING BASED ON APPROVAL OF UCP SUBMITTALS.

.....

Quantities/heights provided are approximations and may vary based on actual field conditions. Billings to reflect actual product produced.

BOX CULVERT - INCLUDES:

- * Day-Time Delivery FOB Jobsite to nearest accessible trucking point.
- * 5000 PSI Type III Resistivity Approved SCC Concrete.
- * Load Rating and Design.
- * Galvanized Reinforcing.
- * Galvanized Lifters and Recessed Draw Anchors.
- * Culvert Supplied with Galvanized Connection Hardware - Installed in field by Contractor.
- * Wingwalls Supplied with Galvanized Connection Hardware - Installed in field by Contractor.
- * Headwalls Cast Integrally
- * Stone formliner finish on (1) Exterior Surface/Side only of Precast Headwalls/Wingwalls.
- * Culvert sections with Exterior Damp-proofing on roof and walls only.
- * PVC Sleeves in Culvert End Sections for Connection to Precast Cutoff Walls (Loose Bars/Grout by Contractor)
- * 4" Weep Holes as Required.

BOX CULVERT - EXCLUDES:

- * Crane / Rigging Services and Off-Loading.
- * Special Sealers, Staining, Colored Concrete
- * Railing Components, Anchors, Etc. - Contractor to Provide Inserts for Guardrail Anchorage
- * Excludes Pins for Setting Toewalls and Flow Dissipators.
- * Excludes Setting/Installation of Retention Blocks - Field Pinning and Grouting Required.
- * Excludes Coatings or Damp-Proofings on Headwalls, Toewalls and Wingwall Components.
- * All Other Materials or Hardware Not Listed On This Quotation.

Please Note:

- Terms and Conditions.
 - All pricing based on approval of UCP submittals.
 - United Concrete must receive a valid tax exemption certificate with order or customer will be responsible for any Sales and/or Use Tax amount due on the project.
 - Net 30 days from delivery pending credit approval.
 - Retainage is not permitted.
 - One Hour Allotted Unloading Time Allowed.
- A fee of \$125.00/HR waiting time will be charged beyond one hour if truck is delayed on site.

Accepted by: _____
(Company)

Approved by: _____
(Authorized signature)



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 12-02-2021

DEPARTMENT: Public Works

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

Check One:

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

TOTAL COST: \$244,130.00+ MUNIS Account: 09-21-4021-5777-C0315

VENDOR: United Concrete Products, Inc.

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Sharon Connors Digitally signed by Sharon Connors Date: 2021.12.02 16:16:38 -05'00'	X	Anthony R. Carr, PE, CFM Digitally signed by Anthony R. Carr, PE, CFM Date: 2021.12.01 15:07:48 -05'00'
Purchasing Agent Name	Does Not Support	Department Head Name
Sharon Connors	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Anthony R. Carr, PE, CFM
Date December 2, 2021		Date December 2, 2021

JUSTIFICATION:

United Concrete Products, Inc. ("United Concrete") is a leading concrete product manufacturer and supplier in Connecticut and the Northeast United States. United Concrete was founded in 1954, and is locally situated in Yalesville, CT (<50 miles from the City of Norwalk, CT). United Concrete specializes in standard and custom precast concrete products. Their 73,000 square foot facility expedites concrete product fabrication, especially for municipalities and State agencies.

The Department of Public Works (DPW) direct procurement of the precast concrete box culvert from United Concrete is anticipated to reduce the "Rowayton Avenue Bridge Replacement" project duration by approximately 45 - 60 days. This will enable the Rowayton Avenue Bridge (over Keelers Brook) to open earlier to emergency services (reducing response time) and other vehicular traffic. The reduced project schedule will minimize the potential for a roadway collapse that may obstruct Keelers Brook flow and exacerbate existing flooding conditions.

DPW procurement of the proposed precast concrete box culvert will reduce the "Rowayton Avenue Bridge Replacement" project cost by approximately 20% or \$50,000. If the General Contractor purchases the precast concrete box culvert from the vendor, the City will incur an additional 20% cost for Overhead and Profit (OH&P).

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): No

Vendor 1: N/A

Vendor 2: N/A

EMERGENCY: Explain in detail the nature of the emergency

Please refer to the following memorandums for additional project background:

1. Department of Public Works Memorandum "Special Capital Appropriation Request for the Rowayton Avenue Bridge Over Keelers Brook Replacement Project", dated August 27, 2021.
2. Freeman Companies Memorandum for Bridge No. 102-009 – Rowayton Avenue over Keelers Brook, Re: "Emergency Condition Assessment and Structure Evaluation of Undermined Bridge Foundation", dated July 20, 2021.



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 12-02-2021

DEPARTMENT: Public Works

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

Check One:

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

TOTAL COST: \$679,407.00+ MUNIS Account: 09-06-4021-5777-C0315
VENDOR: FGB Construction Company 09-21-4021-5777-C0315 & 09-22-4021-5777-C0315

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Sharon Connors Digitally signed by Sharon Connors Date: 2021.12.03 10:53:42 -05'00'	X Supports	Anthony R. Carr, PE, CFM Digitally signed by Anthony R. Carr, PE, CFM Date: 2021.12.01 15:07:48 -05'00'
Purchasing Agent Name	Does Not Support	Department Head Name
Sharon Connors	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Anthony R. Carr, PE, CFM
Date December 2, 2021		Date December 2, 2021

JUSTIFICATION:

Based on the following, the Department of Public Works (DPW) recommends sole source contract award of the "Rowayton Avenue Bridge Replacement" project to FGB Construction:

1. Project scope involves emergency/time sensitive work on critical City infrastructure (bridge).
2. Contract cost was reviewed by DPW/Freeman Companies LLC and is competitively priced.
3. Sole source contractor procurement is similar to "design-build" versus traditional "design-bid-build" project delivery and is advantageous to the City as follows:
 - a. Reduced project costs ($\pm 5\% - 10\%$) by City/Contractor collaboration on cost implications of design decisions during the design phases (not during construction).
 - b. Reduced risks from the Contractor's early involvement allowing them to provide their expertise and feedback for more efficient project constructability and schedule.
 - c. Shortened construction schedule since project bid time is eliminated/reduced, and project scheduling/construction can begin before the design is finalized (design is 85% complete).
4. With a sole source award, project completion is anticipated in March/April 2021; public bidding would extend construction completion until Fall 2022 (i.e. ± 6 additional months)
5. The City has additional flexibility if CT DEEP (State) and US Army Corps (Federal) require significant design changes during the regulatory agency permitting phase (in progress). Critical project decisions may be revisited without change orders (i.e. additional cost and time delays) resulting from potential regulatory agency design revisions, requirements, etc.
6. FGB Construction Corp is an extremely qualified and responsible contractor with adequate staff. FGB specializes in bridge/culvert and heavy highway construction.

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

Vendor 1: Middlesex Corporation = \$1,378,798.00

Vendor 2: PJF Construction Corp = \$1,062,363.20

EMERGENCY: Explain in detail the nature of the emergency

Please refer to the following memorandums for additional project background:

1. Department of Public Works Memorandum "Special Capital Appropriation Request for the Rowayton Avenue Bridge Over Keelers Brook Replacement Project", dated August 27, 2021.
2. Freeman Companies Memorandum for Bridge No. 102-009 – Rowayton Avenue over Keelers Brook, Re: "Emergency Condition Assessment and Structure Evaluation of Undermined Bridge Foundation", dated July 20, 2021.

MEMORANDUM

Attention: Vanessa Valadares, PE
Principal Engineer
Department of Public Works
City of Norwalk

From: Dennis M. Quinit, PE
Manager of Bridge Engineering

Copy: A. Carr, PE, P. Sołnik, PE (Norwalk DPW)
P. Rodrigues, PE (Freeman)

Date: July 20, 2021

Project: Bridge No. 102-009 – Rowayton Avenue over Keelers Brook
FC Project No. 2018-0817

Subject: Emergency Condition Assessment and Structure Evaluation of Undermined
Bridge Foundation



General Overview

The City of Norwalk (City) observed the formation of a longitudinal crack along the center of the road directly over the bridge that carries Rowayton Avenue over Keelers Brook. The crack, which was observed on Wednesday, July 14, 2021, required the closure of the road and traffic was detoured around the site.

The City directed Freeman Companies (Freeman) to perform an emergency condition assessment and structure evaluation of the bridge.

Bridge Description

Bridge 102-009 is a single span bridge that consists of two sections. The north (upstream) half of the bridge consists of 12'± span x 5'± rise grouted stone masonry arch founded on stone masonry while the south (downstream) half consists of an 11.5'± span x 5'± rise corrugated metal arch pipe (CMAP). Freeman performed an inspection and condition assessment in April 2019 and found the bridge to be in satisfactory condition. It was observed at the time that the stone masonry section of the bridge exhibited exposed stone masonry footings with areas of voids while the CMAP section exhibited rusting along the waterline. The channel, which flows from north to south, was also observed at the time to be in stable condition with scour observed along the stone masonry section of the bridge.

The bridge is currently under the City's bridge preservation program where proposed repair and rehabilitation plans are being prepared to address the bridge's deficiencies noted in the inspection report.

Site Conditions

Freeman visited the site on Wednesday, July 14, 2021, at 3:00 PM to assess the present condition of the subject bridge and to ascertain the cause of the observed failure. Freeman noted the following observations:

- There is a longitudinal crack on the pavement along the center of the road directly above bridge. The crack is estimated to be approximately 1" – 2" wide by approximately 10'-15' long. The pavement along the north side of the crack exhibits an elevation differential of $\frac{1}{4}" \pm - \frac{1}{2}" \pm$ at the widest section of the crack.
- The north side of the pavement shows signs of settlement, which has sloped more than normal. This is also visually apparent along the north bituminous concrete curb where it exhibits a "sag" or settlement located above the bridge.
- There is a 4'± deep scour hole at the inlet of the bridge. The scour is estimated to be full width of the channel (from abutment to abutment) and approximately 10' long inside the bridge.
- The toe of the stone masonry foundation on both sides of stone masonry arch bridge within the limits of the scour are missing and appears to have been undermined and washed out. Some remnants of the northwest foundation can be seen to have settled into the scour hole.
- As a result of the washed-out foundation, the bottom section at the northwest corner of the stone masonry arch failed and collapsed into the channel and settled into the scour hole. This section of the stone masonry arch is visually observed to be partially supported.
The bridge shows signs of settlement along this section. Some backfill material is exposed and there are signs of subsidence of backfill material.
A vertical crack between stones was observed at the northwest fascia, right above where a section of the stone masonry arch fascia is missing.
- The opposite northeast section of the stone masonry arch is intact but the foundation appears to be missing, or at least the toe of the foundation is missing. The stone masonry along this section appears to be stable.
- There is a 2"± gap between the stone masonry arch fascia and the stone masonry cap. While it was not measured during the 2019 inspection, this gap appears to have increased since the last bridge inspection.

Structural Evaluation

The stone masonry foundation at the north section of the stone masonry arch was undermined by a large scour hole at the inlet of the bridge. This scour hole was deep and wide enough to undermine the toe of the foundation and caused it to be washed out and which led to the partial collapse of the northwest section of the stone masonry arch. The partial collapse led to the settlement of the arch and, along with subsidence of backfill material, caused the longitudinal crack on the pavement and settlement of the north side of the road.

Tropical Storm Elsa struck Norwalk on the evening of July 8 and continued until mid-day of July 9, 2021, bringing in 6.01" of rainfall within a 24-hour period, 4.30" of which was dumped within a 6-hour period (67% of the rainfall within 25% of a full day), which was estimated to be equivalent to a storm greater than a 25-year storm event. This storm inundated the channel upstream of the bridge (it was reported to the City that the water level reached the garage of an adjacent upstream property). While there is no report of the channel overtopping the roadway, this created a pressure-flow condition at the bridge, which formed as a channel constriction that created a turbulent vortex at the inlet as storm water forces its way through the bridge. This resulted in the formation of a large scour hole at the inlet that eventually undermined and partially washed-out the north section of the arch's foundation.

Based on these observations, the bridge is assessed to be in a **Failed Condition (Condition Rating = 0)**. The bridge is considered structurally deficient, unstable, and structurally inadequate to support normal traffic load. The combined effects of the partial undermining and dislodgement of the stone masonry foundation, which created a partially unsupported section of the stone arch, and the subsidence of backfill material has rendered this bridge to be taken out of service. Furthermore, if unmitigated, the remaining section of the stone arch foundation, which was noted on previous inspection to be exposed, remains susceptible to future additional scour that could potentially result in the failure or collapse of the stone masonry arch section of the bridge. Accordingly, corrective actions need to be taken before the bridge can be opened to traffic.

Repair and Reconstruction Alternatives

The following repair and reconstruction alternatives are corrective measures that would address the bridge's primary structural issues and the channel's scour susceptibility.

Repair Alternatives: The following are repair alternatives that may be considered for this site. These repair solutions are temporary and are assumed to be in conjunction with the eventual full reconstruction of the bridge.

- **Alternative 1 – Temporary Clear-Span Bridge:** This alternative utilizes a prefabricated temporary bridge that spans over the existing bridge. The length of the temporary bridge would be such that its zone of influence would not affect the existing bridge.

Advantages:

- Mobilization and installation could be shorter than the required construction duration to install the Temporary Liner Alternative, thus, allowing the bridge to be opened to traffic sooner.

Disadvantages:

- Requires monthly rental until replacement structure is ready for construction, which could take up to 12 – 24 months.
- Might require vehicle weight restriction depending on the size of the temporary bridge.
- Would require installation or construction of ramp leading up to the temporary bridge, the required footprint of which could impact accessibility to adjacent driveways and intrude into roadway intersection at Rowayton Avenue and Woodchuck Lane.

- **Alternative 2 - Temporary Repair with Bridge Liner:** This alternative utilizes installation/insertion of either a HDPE or corrugated metal pipe liner through the entire length of the bridge or within the limits of the stone masonry arch section. The annulus between the existing bridge and the liner pipe will be grouted allowing the liner pipe to absorb the traffic and bridge loads. Accordingly, the liner structure will be designed to support full traffic loads and conform to current design standards, thus, essentially replacing bridge while allowing the existing bridge to remain in-place. The liner pipe will reduce but will be sized to optimize the existing hydraulic opening.

Advantages:

- Functions as the replacement bridge and allows opening the bridge to traffic without weight restriction.
- Prevents further scour and potential undermining of the remaining stone masonry foundation.
- Can be considered as a permanent solution and as a replacement bridge.

The grouted annulus (space between the existing bridge and the liner) ensures that the liner absorbs all the loads (traffic loads and backfill) while also supporting the existing bridge, thus rendering the existing bridge defunct.

Accordingly, the liner is designed for the appropriate vehicle design loads and conforms to current design and construction standards.

Disadvantages:

- Construction requires installation of a by-pass pipe to maintain channel flow. This would require temporary construction easement from adjacent properties and could potentially impact trees and utility poles adjacent to the bridge.
- Potential lead time for liners could be up to six (6) months.
- Reduces the hydraulic opening of the bridge, which could lead to higher upstream water elevations during large storm events.

Replacement Alternatives: The following are replacement alternatives that may be considered for this site. The replacement solution may or may not be in conjunction with the repair alternatives discussed above (i.e., Alternatives 1 and 2). However, in similar manner as Alternative 2, the following replacement alternatives will both require installation of a by-pass pipe to maintain channel flow.

- **Alternative 3 – Full Structure Replacement (Emulate Existing Hydraulic Capacity):** This consists of the removal and replacement of the bridge "in-kind". The term "in-kind" is used liberally in this instance since it refers to a replacement structure that emulates the hydraulic capacity of the existing bridge. The main objective of this alternative is to minimize adverse impacts upstream and downstream of the bridge. Accordingly, the new structure will be sized and designed to provide a hydraulic opening that closely matches the existing. The replacement structure would also have a bottom component (i.e., four-sided concrete box culvert or corrugated metal arch) for scour protection within the limits of the bridge.

This alternative provides a new bridge (with a service life of 75 years) and is considered a permanent solution. Since the structure is essentially being replaced hydraulically "in-kind", it may simplify acquisition of regulatory permits as it emulates existing conditions. Furthermore, it may be implemented without having to implement the temporary repair assuming that review and acquisition of regulatory permit approvals can be fast-tracked under an emergency reconstruction program.

Advantages:

- Provides a new structure with a service life of 75-years.
- A permanent solution that can be implemented as an emergency repair/reconstruction.
- Replacement structure closely matches existing hydraulic opening and emulates existing channel flow conditions, thus, minimizing adverse impacts upstream and downstream of the bridge.
- May also be implemented sooner than Alternative 4 (this assumes that minimizing adverse impacts upstream and downstream would streamline and reduce review and approval duration of regulatory permit applications).
- The replacement structure mitigates scour within the limits of the bridge.
- Would not require additional analyses and studies to assess downstream impacts.
- Would not significantly impact downstream structures and facilities as well as residential, commercial, and other public properties).
- Minimizes potential for acquisition of temporary and permanent easements.

Disadvantages:

- Replacement bridge maintains the bridge's current hydraulic capacity.
- **Alternative 4 – Full Structure Replacement (Increase Hydraulic Capacity):** This consists of the construction of a replacement bridge that provides increased hydraulic capacity. The main objective of this alternative is to provide a larger bridge crossing to allow more water to pass through the bridge and alleviate potential inundation of the upstream channel. The replacement bridge would also be sized to minimize the potential for pressure flow conditions and would be designed to survive potential future scour. This alternative provides a new bridge (service life of 75 years), conforms to current design standards, and conforms to regulatory permitting agency requirements.

While this alternative could have a structure type like those discussed in Alternative 3, the structure size required to meet hydraulic demands could potentially require a structure with an open bottom. And while open bottom structures are preferred by regulatory agencies, these structure types could require deep foundations that could sustain and would allow the bridge to survive the effects of potential future scour. Furthermore, the larger bridge crossing could potentially require the roadway to be raised to conform to required hydraulic opening.

A larger bridge crossing will allow more water to flow downstream, which could likely increase existing flooding limits and impact downstream properties and facilities. Accordingly, additional hydrologic and hydraulic analyses and a more in-depth study of the impact of a larger bridge crossing will be required in conjunction with this alternative. Subsequently, regulatory agencies would require a more in-depth review and assessment of these impacts and, thus, potentially longer duration for the acquisition of regulatory environmental permit approvals.

Due to anticipated longer duration for the acquisition of regulatory environmental permits, this alternative is assumed to be in conjunction with either of the repair Alternatives 1 or 2, which would allow restoration of service until the replacement bridge is constructed.

Advantages:

- Replacement structure provides a larger hydraulic opening and improves hydraulic capacity allowing more water to flow downstream.
- Larger bridge crossing minimizes potential upstream channel inundation and pressure flow conditions that could lead to scour within the bridge limits.
- Foundation of replacement bridge is designed to sustain and survive effects of potential future scour.
- Provides a new structure with a 75-year service life and conforms to current design standards.

Disadvantages:

- While it is considered an advantage for upstream conditions, allowing more water to flow through the larger bridge crossing would likely have adverse impacts to downstream structures and facilities (i.e., culverts, bridges, and stormwater systems) and properties (residential, commercial, and City and State-owned properties).
- Increased flow through the larger bridge crossing would likely increase existing flooding limits (i.e., areas that currently do not encounter flooding are likely to encounter such with larger replacement bridge).

- increased channel flow capacity through the bridge would likely result in additional downstream structure/drainage improvements to alleviate the increased flooding and has the potential for temporary and permanent easement acquisitions downstream of the bridge.
- This alternative would require additional hydrologic and hydraulic analyses and an in-depth study on impacts to downstream structures and drainage facilities.
- A larger bridge crossing could complicate regulatory environmental permit applications and require an in-depth agency review to assess the full impacts to the increased flow capacity as opposed to a replacement structure with similar capacity. Furthermore, regulatory agencies would require in-depth review and evaluation of potential impacts to upstream wetlands as a result of lower upstream water elevation.
- This alternative could require an open-bottom structure, which could result in requiring deep foundations for the structure to sustain and survive potential future scour.
- The larger bridge could require raising of the roadway, which could impact adjacent properties and street intersections.
- Design requirements associated with a larger structure would increase construction and lengthen construction duration.
- Requires to be in conjunction with either of the temporary repair Alternatives 1 or 2 (this argument assumes that the service needs to be restored while design for the replacement bridge is being completed and assumes a longer duration for the acquisition of regulatory permits).

Action Items

Based on the above observations and assessment of the structure's condition, we recommend the following action items:

Immediate Action: Close the section of the road where the bridge is located and detour traffic accordingly. Implement corrective actions as noted below.

Corrective Action(s): Implement corrective action that would temporarily or permanently address the bridge's deficiencies and structural instability, and that would allow the road to be safely opened to traffic. Furthermore, address and mitigate the channel's scour susceptibility within the limits of the bridge.

Recommendations

Upon evaluation of the required corrective actions discussed above, and based on cost perspective, it is recommended to implement **Alternative 3 – Full Structure Replacement (Emulate Existing Hydraulic Capacity)**. This alternative would be more economical than the other full structure replacement alternative since it may be implemented without having to implement a temporary repair. This alternative may be appealing not only from a cost standpoint but also for the potential of implementing it as a permanent corrective action under an emergency repair/reconstruction program.

It is noted, however, that this alternative maintains or closely matches the current hydraulic capacity of the existing bridge. It should also be noted that cost arguments for the recommendation of this alternative assumes that replacement Alternative 4 would be implemented in conjunction with repair Alternative 2.

Alternatively, **Alternative 2 – Temporary Repair with a Bridge Liner in conjunction with Alternative 4 – Full Structure Replacement (Increase Hydraulic Capacity)** may be considered in lieu of Alternative 3. Implementing Alternative 2 allows the roadway to be safely and temporarily opened back in service without vehicle weight limitations and will serve as the temporary bridge until the permanent replacement bridge is installed. Subsequently, implementing Alternative 4 allows the opportunity to improve and replace the bridge with a structure that is hydraulically adequate.

It is noted, however, that this alternative could potentially require deep foundations and raising of the roadway profile, which could impact adjacent properties and street intersections that would result in increased construction cost and longer construction duration. Subsequently, a larger bridge crossing would require additional hydraulic and hydrologic analyses and more in-depth study of the downstream impacts due to increased flow. Furthermore, this alternative would require an in-depth assessment by regulatory agencies with regards to potential impacts to facilities and properties downstream as well as potential impacts to upstream wetlands.

While no cost estimate is performed as of this writing to compare the repair and reconstruction alternatives, it is estimated that Alternative 1 will cost more compared to Alternative 2 (this assumes that either of the repair alternatives are implemented in conjunction with Alternative 4). Furthermore, the potential impact of Alternative 1 to the accessibility of adjacent driveways and potential encroachment into the adjacent street intersection may render this alternative to be prohibitive.

Should you have any questions or need further information regarding the condition assessment and structure evaluation, and recommended action items, please feel free to contact us.

FREEMAN COMPANIES

				Inspected by:	
Featured Facility:	Bridge No. 102-009			Inspected by:	D. Quinit
	Rowayton Ave over Keelers Brook Norwalk, CT			Date Inspected:	07/14/2021



Photo # 1:
Formation of 10'-15' x 2"± wide crack on pavement along center of road above the limits of the bridge.



Photo # 2:
Approx. up to ½" elevation differential between the north and south sides of the pavement crack.

FREEMAN COMPANIES

				Inspected by:	
Featured Facility:	Bridge No. 102-009			Inspected by:	D. Qunit
	Rowayton Ave over Keelers Brook Norwalk, CT			Date Inspected:	07/14/2021



Photo # 3:
Note the "sag" along the north bituminous concrete curb.



Photo # 4:
View from the south side of road of noticeable "sag" in the north pavement. Also note the noticeable surface differential along the north side of the pavement crack.

FREEMAN COMPANIES

				Inspected by:	
Featured Facility:	Bridge No. 102-009			Inspected by:	D. Quinit
	Rowayton Ave over Keelers Brook Norwalk, CT			Date Inspected:	07/14/2021



Photo # 5:
Collapsed section of the stone arch located at the northwest corner of the bridge. Note that the fascia arch is hanging mid-air unsupported, which has resulted in a vertical crack above where a stone masonry is missing.

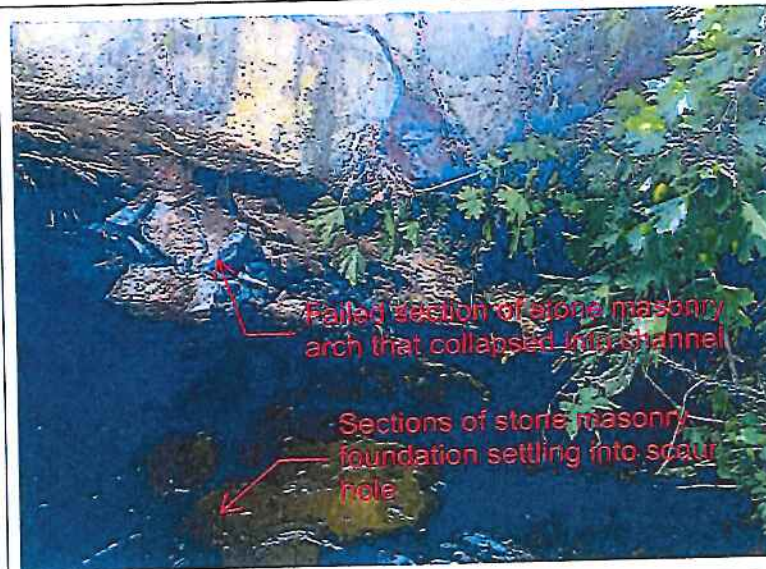


Photo # 6:
Closer view of collapsed section. Note sections of the stone masonry foundation settling into the scour hole.

FREEMAN COMPANIES

				Inspected by:	
Featured Facility:	Bridge No. 102-009			Inspected by:	D. Qunit
	Rowayton Ave over Keelers Brook Norwalk, CT			Date Inspected:	07/14/2021



Photo # 7:
Northwest collapsed section of stone masonry arch. Note signs of subsidence of backfill material.



Photo # 8:
Northeast section of the stone masonry arch. Note the missing masonry foundation up to approximately 10' long; stone masonry appears to have settled into the scour hole.

				Inspected by:	
Featured Facility:	Bridge No. 102-009			Inspected by:	D. Qunit
	Rowayton Ave over Keelers Brook			Date Inspected:	07/14/2021
	Norwalk, CT				



Photo # 7:
North elevation view of the bridge. The fascia arch exhibits a gap approximately 2" wide between the fascia arch and the stone cap. Note the scour hole located just under inlet of the bridge.



Photo # 8:
A closer view of the gap between the fascia arch and the stone cap. This gap appears to have increased since the bridge was last inspected in 2018.

FREEMAN COMPANIES

				Inspected by:	
Featured Facility:	Bridge No. 102-009			Inspected by:	D. Quinit
	Rowayton Ave over Keelers Brook			Date Inspected:	07/14/2021
	Norwalk, CT				



Photo # 7:

North elevation view of the bridge taken during a site visit in January 2021. Note the exposed stone masonry foundation. The channel at the inlet also shows no scour at the time this photo was taken. *This photo is shown for reference only.*



Photo # 8:

A closer view of the northwest section of the stone masonry arch taken during a site visit in January 2021. Note the exposed stone masonry foundation. *This photo is shown for reference only.*

FREEMAN COMPANIES

			Inspected by:	
Featured Facility:	Bridge No. 102-009		Inspected by:	D. Quinit
	Rowayton Ave over Keelers Brook Norwalk, CT		Date Inspected:	07/14/2021



Photo # 7:

Photo of the northeast section of the stone masonry arch taken during the 2018 inspection. Photo shows the exposed foundation that was recently undermined and washed-out. *This photo is shown for reference only.*



Photo # 8:

North elevation view of the bridge taken during the 2018 inspection. This photo shows the visible condition of the channel at the inlet at the time. *This photo is shown for reference only.*



CITY OF NORWALK
Anthony R. Carr, PE, CFM
Chief of Operations and Public Works
acarr@norwalkct.org
P: 203-854-7792 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Ms. Angela Fogel, Director of Management and Budgets

FROM: Mr. Anthony R. Carr, PE, CFM – Chief of Operations and Public Works *ARC*

CC: Mayor Harry W. Rilling
Ms. Laoise King, Chief of Staff
Councilmember George Tsiiranides, Public Works Chairman
Mr. Henry M. Dachowitz, CPA, Chief Financial Officer
Ms. Angela Gencarelli, Deputy Director of Management and Budgets
Ms. Vanessa Valadares, PE, Principal Engineer, Department of Public Works
Mr. Paul Sotnik, PE, Senior Civil Engineer, Department of Public Works

RE: Special Capital Appropriation Request for the Rowayton Avenue Bridge Over Keelers Brook Replacement Project

DATE: August 27, 2021

We are respectfully requesting a special capital appropriation of **\$650,000.00** for additional capital funding for the Department of Public Works (DPW) capital project no. **09-21-4021-5777-C0316 "Bridge Repairs"**. This includes construction costs associated with the unforeseen replacement of the Rowayton Avenue Bridge over Keelers Brook. This bridge/culvert failure resulted from the high intensity and short duration rainfall received on July 9, 2021 from Tropical Storm (TS) Elsa. The flooding impacts from TS Elsa resulted in partial bridge deck, masonry arch and abutment failure of the Rowayton Bridge over Keelers Brook observed on July 14, 2021.

SUPPORTING DOCUMENTATION

- Freeman Companies Memorandum for Bridge No. 102-009 – Rowayton Avenue over Keelers Brook, Re: "Emergency Condition Assessment and Structure Evaluation of Undermined Bridge Foundation", dated July 20, 2021.
- Freeman Companies 60% Design Drawing EX-1 "Topographic Survey", dated July 2021
- Freeman Companies 60% Design Drawing HWY-1 "Road Plan", dated August 4, 2021
- Freeman Companies 60% Design Drawing S-2 "Section View", dated August 4, 2021

- Freeman Companies 60% Design Drawing S-3 "Staging Plan", dated August 4, 2021
- Freeman Companies 60% Design Drawing S-4 "Staging Plan", dated August 4, 2021

BACKGROUND

The Rowayton Avenue Bridge over Keelers Brooks (Bridge No. 102-009) is a short span bridge (i.e. less than 20 foot long) constructed in the 1900s and reconstructed in 1966. The bridge consists of two culvert sections that carries Rowayton Avenue over Keelers Brook. The north (upstream) half of the bridge consists of 12'± span x 5'± rise grouted stone masonry arch founded on stone masonry. The south (downstream) half of the bridge/culvert consists of an 11.5'± span x 5'± rise corrugated metal arch pipe (CMAP).

As part of DPW's bridge preservation capital program, the Rowayton Bridge over Keelers Brook was last inspected on April 16, 2019 by Freeman Companies LLC ("Freeman"). The bridge/culvert was deemed to be in satisfactory condition; with no significant structural issues found during this inspection. During Freeman's April 16, 2019 bridge evaluation, the Keelers Brook watercourse channel (which flows from north to south) was also observed to be in stable condition. Prior to TS Elsa, DPW and Freeman Companies, LLC were developing rehabilitation plans to address the bridge's minor deficiencies noted in April 16, 2019 Freeman inspection report.

Tropical Storm Elsa struck the City of Norwalk on the evening of July 8, 2021 and continued until mid-day of July 9, 2021, generating 6.01 inches of rainfall within a 24-hour period, **4.30 inches of which was received by the City of Norwalk within a 6-hour period** (67% of the rainfall within 25% of a full day). TS Elsa was estimated to be equivalent to a storm greater than a 25-year storm event.

On July 14, 2021, DPW was notified of cracking and deterioration of the bridge roadway (decking). DPW visited the site and observed the reported site conditions and recommended temporary closure of the bridge until completion of a structural engineering evaluation. Upon approval from the Traffic Authority, DPW implemented the Rowayton Avenue Bridge full detour (presently in place) on July 23, 2021. Freeman was contacted by DPW and visited the site on Wednesday, July 14, 2021, at 3:00 PM to assess the present condition of the subject bridge, and to ascertain the cause of the observed failure. Please refer to the attached Freeman memorandum for the Rowayton Avenue Bridge observed site conditions and structural evaluation.

Freeman Companies determined the cause of the bridge failure resulted from the flooding impacts of Tropical Storm Elsa, where heavy rains caused excessively high flow and water levels within Keelers Brook. The extremely high water velocity of Keelers Brook experienced in such a short time, washed out backfill material securing the stone foundation of the bridge's arch culvert. The removal (scouring) at the bridge inlet caused partial undermining (washout) of material at the north section of the stone masonry foundation. The partial bridge collapse led to the settlement of the masonry arch and, along with subsidence of backfill material, caused the longitudinal crack on the pavement and settlement of the north side of the road.

The Freeman memorandum states the following:

"...Based on these observations, the bridge is assessed to be in a Failed Condition (Condition Rating = 0). The bridge is considered structurally deficient, unstable, and structurally inadequate to support normal traffic load. The combined effects of the partial undermining and dislodgement

of the stone masonry foundation, which created a partially unsupported section of the stone arch, and the subsidence of backfill material has rendered this bridge to be taken out of service..."

CONCLUSION

The Department of Public Works is respectfully requesting a \$650,000 special capital appropriation for DPW capital project no. 09-21-4021-5777-C0315 "Bridge Repairs". This appropriation will be allocated towards construction costs for the Rowayton Avenue Bridge over Keelers Brook Bridge Replacement Project.

Based on the Freeman Companies, LLC design alternative/recommendations and the City's necessity for timely completion of the bridge replacement, the Department of Public Works is recommending a full structure "in-kind" bridge replacement. The proposed bridge replacement consists of a 12 foot wide, 6.5 foot high, 48 foot long (final dimensions may vary) concrete box culvert. The future box culvert will also include design aesthetics (e.g. stone form-liner, reconstructed arch section at the top of the culvert, etc.) to preserve the character of the original masonry bridge and neighboring area.

This design alternative is considered an "in kind replacement" to emulate the hydraulic capacity (ability to convey watercourse and/or stormwater flow) of the existing Rowayton Avenue Bridge. The proposed bridge/culvert opening would not be larger than that of the existing Rowayton Avenue Bridge. Additionally, there is no proposed widening of the Keelers Brook channel as part of the proposed full bridge replacement. By maintaining the existing bridge opening and Keelers Brook channel width, watercourse and/or stormwater runoff will not be conveyed downstream any faster than current site conditions. Therefore, existing upstream and downstream infrastructure, structures, properties, etc. would not be adversely affected by the proposed precast concrete box culvert "in-kind" replacement structure.

Please refer to the below regarding the engineering advantages of the recommended "in-kind" replacement bridge structure replacement.

- **Alternative 3 – Full Structure "In-Kind" Replacement (Emulate Existing Hydraulic Capacity)**
 - Provides a new structure with a service life of 75 years.
 - Replacement structure closely matches existing hydraulic opening and emulates existing channel flow conditions, thus, minimizing adverse impacts upstream and downstream of the bridge.
 - The replacement structure mitigates scour (the cause of the current undermining and partial bridge failure) within the limits of the future bridge.
 - Would not require additional drainage analyses and studies to assess downstream flooding impacts.
 - Would not significantly impact downstream structures and facilities as well as residential, commercial, and other public properties.
 - Minimizes potential for acquisition of temporary and permanent easements.
 - Would reduce review and approval duration of regulatory permit applications (i.e. Conservation Commission, CT DEEP and US Army Corps).

Please refer to the following anticipated schedule for the Rowayton Avenue Bridge/Culvert Replacement Project:

- A conceptual site plan was presented by DPW/Freeman Companies, Inc. at the August 10, 2021 Conservation Commission meeting.
 - Approval is anticipated at the September 14, 2021 Conservation Commission (CC) meeting; DPW is coordinating the proposed bridge replacement (precast box culvert) design with Ms. Alexis Cherichetti prior to next CC meeting.
 - Proposed box culvert design shall incorporate a "natural bottom" environmental feature to mimic the upstream and downstream Keelers Brook channel bottom.
- Attached 60% Design Drawings (DD) were completed on **August 24, 2021**.
 - Plans will be submitted for CT DEEP and US Army Corps regulatory permitting.
 - CT DEEP and US Army Corp permitting efforts are anticipated to be minimized since the proposed bridge is an "in-kind" replacement (i.e. same size/opening). which eliminates need for an upstream/downstream flooding/drainage analysis).
- To facilitate product fabrication/project completion, the 60% DD will be solicited to qualified General Contractor(s) for project pricing on or around **September 1, 2021**.
 - Estimated construction cost = \$660,000; scope includes bypass pumping, precast concrete box culvert, bridge deck, curbing, railing, paving, utilities and incidentals).
- **100% Design Drawings** to be provided to the General Contractor by **October 1, 2021**.
- Design, construction, removal of the existing traffic detour and opening of the new replacement bridge to traffic is anticipated to be completed in **approximately 4 – 6 months**.
 - Project start and completion solely depends on fabrication time/availability of the precast concrete box culvert from the supplier.
 - COVID-19 and subsequent impacts to plant operations and an increased demand on supplies have significantly increased lead times for lumber, steel, plastic pipe and concrete structures.

Please refer to the supporting documentation for additional information. If you have any questions, comments, etc. please feel free to contact me.

Your consideration to this matter is greatly appreciated.

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

VII.E

PLEASE PRINT

ORGANIZATION NAME: Whittingham Cancer Center PERSONAL/FAMILY _____
 COMPANY/BUSINESS _____
 NON-PROFIT (501C3) Yes ☒ No ☐
 NAME OF BENEFICIARY: Grace Linhard Is this an Annual Event: Yes ☒ No ☐ # of years _____
 NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: _____ TITLE: _____
 YOUR NAME: Jaimie DeSisto TITLE: Manager, Special
 ADDRESS: 34 Maple Street E-MAIL ADDRESS: jaimie.desisto@nuvancehealth.org
 CITY: Norwalk STATE: CT ZIP CODE: 06611
 HOME PHONE: _____ BUSINESS PHONE: 203.852.2022 CELL: 203.545.1916

FACILITY REQUESTED: Calf Pasture Beach FACILITY & EVENT INFORMATION # OF PARTICIPANTS 1500-2000
 EVENT: Whittingham Cancer Center Walk and Run DATE REQUESTED: Saturday, May 14,
 SET UP TIME: 5am STARTING TIME: 7am BREAKDOWN TIME: 1pm ENDTIME: Noon RAIN DATE: _____
 (RAIN DATE FOR BEACH RENTALS ONLY)
 ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒

(PLEASE NOTE NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY INCLUDING CRANBURY PARK)

SERVING FOOD: YES ☒ NO ☐ ARE YOU USING A FOOD TRUCK? YES ☐ NO ☒ NAME: _____

ARE YOU REQUESTING A TENT? YES ☒ NO ☐ *ANY TENT (STRUCTURE) 10x10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO:
 ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT
 ADDITIONAL EQUIPMENT, I.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED
 SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY
 PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☐ NO ☒
 ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☐ NO ☒
 ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☐ NO ☒
 WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☐ NO ☒

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒
 WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒
 IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS
 ARE CLEAR AND ADHERED TO
 IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒
 If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for
 accountability in case of emergency

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Jaimie DeSisto DATE: November 10, 2021

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: _____ YES _____ NO _____ N/A _____
 COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: _____ YES _____ NO _____ N/A _____

City of Norwalk Recreation & Parks Department

- Facility Rental Event Application Form

PLEASE PRINT

ORGANIZATION NAME: ALZHEIMER'S ASSOCIATION CONNECTICUT CHAPTER PERSONAL/FAMILY ☐ COMPANY/BUSINESS ☒
 NAME OF BENEFICIARY: ALZHEIMER'S ASSOCIATION CT CHAPTER IS THIS AN ANNUAL EVENT? Yes ☒ No ☐ # of years: 20
 NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: VIRGINIA HANBRIDGE TITLE: EXECUTIVE DIRECTOR
 YOUR NAME: CHERYL PODOB TITLE: DEVELOPMENT MANAGER FAIRFELD COUNTY
 ADDRESS: 70 NEW CANAAN AVE E-MAIL ADDRESS: CS.PODOB@ALZ.ORG
 CITY: NORWALK STATE: CT ZIP CODE: 06850
 HOME PHONE: _____ BUSINESS PHONE: 203-807-5839 CELL: 203-521-8218

FACILITY REQUESTED: CALF PASTURE BEACH FACILITY & EVENT INFORMATION # OF PARTICIPANTS: APPROX 1500 (TBD)
 EVENT: WALK TO END ALZHEIMER'S DATE REQUESTED: OCT 9, 2022
 SET UP TIME: 5:30 AM STARTING TIME: 9 AM BREAKDOWN TIME: 12 PM END TIME: 1 PM RAIN DATE: _____
 (RAIN DATE FOR BEACH RENTAL ONLY)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTIES INCLUDING GRANBURY PARK

SERVING FOOD: YES ☒ NO ☐ ARE YOU USING A FOOD TRUCK? YES ☐ NO ☒ NAME: _____

ARE YOU REQUESTING A TENT? YES ☐ NO ☒ *ANY TENT (STRUCTURE) 10x10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO: ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC. REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT. ADDITIONAL EQUIPMENT, i.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY.

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 ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☒ NO ☐
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 WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☒ NO ☐

BEACH PERMITS ONLY

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒
 WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach? YES ☐ NO ☒

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR AND ADHERED TO

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒
 If yes, name of person(s): _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Cheryl Sg Podob DATE: 11/14/21

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: _____ YES ☐ NO ☐ N/A ☐
 COMMISSION COUNCIL APPROVAL: DATE TO COMMITTEE: _____ YES ☐ NO ☐ N/A ☐

AGENDANOVEMBER 18TH 2021CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:BILL No & AMOUNT REFUNDEDREASON**MOTOR VEHICLES**

ACAR LEASING LTD	19-MV-400104 \$412.81	PRORATION
ALVARES BOYDE GUSTAVO	20-MV-302011 \$99.05	PRORATION
BENITEZ MARTHA PATRICIA	20-MV-305430 \$202.99	PRORATION
BLASZKIEWICZ MAREK	20-MV-306192 \$39.46	PRORATION
BODLEY KRISTINA FAYE	20-MV-306348 \$11.44	PRORATION
BOOKHOUT SUSAN MEANY	20-MV-306600 \$45.46	PRORATION
BORGES CLEIDSON FERNANDES	20-MV-306640 \$71.33	PRORATION
BRANDMAN ROSS A	19-MV-307273 \$40.48	PRORATION
	20-MV-306997 \$114.44	PRORATION
C & L LAWN & LANDSCAPE LLC	20-MV-308249 \$47.13	PRORATION
CHARIOTT ALICE W	19-MV-312346 \$50.89	PRORATION
CRISTOLOMO CARLOS M	20-MV-314578 \$334.46	PRORATION
DAIMLER TRUST	20-MV-315250 \$380.90	PRORATION
	20-MV-315412 \$216.08	PRORATION
	20-MV-315450 \$130.83	PRORATION
DAIMLER TRUST	20-MV-315351 \$115.50	PRORATION
DAIMLER TRUST	20-MV-315278 \$420.72	PRORATION
DEJESUS AMARYLIS K	20-MV-316413 \$315.92	PRORATION
DIPIETRO ALAN JOHN	20-MV-317843 \$10.94	PRORATION
DITCHELLA JENELYN SORIANO	20-MV-317939 \$403.63	PRORATION
DOMINICK FUEL INC	20-MV-SEE ATTACHED \$415.46	PRORATION
DONTIGNEY FRANCIS ARTHUR	20-MV-318255 \$202.09	PRORATION
E-Z WAY TRANSPORTATION LLC	20-MV-319009 \$309.87	PRORATION

AGENDA**NOVEMBER 18TH 2021****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
FARNUM PETER R JR	20-MV-403549 \$283.54	PRORATION
FIGDOR DREW	20-MV-321471 \$218.03	PRORATION
FINANCIAL SER VEH TRUST	19-MV-322862 \$46.00	PRORATION
	19-MV-321808 \$541.70	PRORATION
	19-MV-321637 \$686.79	PRORATION
	19-MV-321656 \$461.91	PRORATION
FINANCIAL SER VEH TRUST	20-MV-321748 \$325.27	PRORATION
FINANCIAL SER VEH TRUST	20-MV-321835 \$378.31	PRORATION
FINANCIAL SER VEH TRUST	20-MV-321575 \$69.22	PRORATION
FINANCIAL SER VEH TRUST	20-MV-SEE ATTACHED \$5,512.97	PRORATION
FINANCIAL SER VEH TRUST	20-MV-SEE ATTACHED \$3,087.41	PRORATION
GARCIA-TORRES JUAN F	20-MV-324211 \$95.97	PRORATION
GAWLIK GAYLE M	20-MV-324472 \$183.42	PRORATION
GAYLINN HOWARD B	20-MV-324486 \$14.96	PRORATION
HALL WILLIARD BRADLEY	20-MV-327655 \$85.86	PRORATION
HAMEED AAMIR	20-MV-327704 \$185.12	PRORATION
HARTWELL-ULLOA LUIS GUILLERMO	20-MV-328099 \$614.00	PRORATION
HONDA LEASE TRUST	20-MV-329667 \$432.82	PRORATION
	20-MV-329996 \$40.31	PRORATION
	20-MV-330075 \$147.37	PRORATION
	20-MV-330508 \$389.09	PRORATION
HONDA LEASE TRUST	20-MV-330369 \$296.20	PRORATION

AGENDA

NOVEMBER 18TH 2021

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
HONDA LEASE TRUST	20-MV-329633 \$137.07	PRORATION
	20-MV-329941 \$556.11	PRORATION
	20-MV-330100 \$98.83	PRORATION
	20-MV-330264 \$433.48	PRORATION
HOURLANI JENNA NICOLE	20-MV-330670 \$22.52	PRORATION
HYUNDAI LEASE TRUST	20-MV-331406 \$36.90	PRORATION
HYUNDAI LEASE TRUST	20-MV-331434 \$392.17	PRORATION
HYUNDAI LEASE TRUST	19-MV-332590 \$277.42	PRORATION
	20-MV-331113 \$320.24	PRORATION
	20-MV-331281 \$139.84	PRORATION
IN-TUNE AUTOMOTIVE LLC	20-MV-331721 \$280.99	PRORATION
	20-MV-331722 \$201.02	PRORATION
	20-MV-331723 \$217.53	PRORATION
	20-MV-331724 \$201.02	PRORATION
	20-MV-331725 \$217.53	PRORATION
JP MORGAN CHASE BANK NA	20-MV-333500 \$452.68	PRORATION
JP MORGAN CHASE BANK NA	20-MV-SEE ATTACHED \$2,819.92	PRORATION
KRIEGER BEVERLY M	20-MV-336217 \$45.30	PRORATION
KRIEGER KENNETH BARRY	20-MV-336223 \$20.26	PRORATION
KUPER-PELLETIER JANE	20-MV-336429 \$312.44	PRORATION
LARGE THOMAS M	20-MV-337204 \$58.14	PRORATION
LAZARO HECTOR A	20-MV-337532 \$48.08	PRORATION
MIRESSI KATHARINE M	20-MV-343974 \$98.38	PRORATION
MODUGNO ALBERICO	19-MV-346096 \$56.24	PRORATION

AGENDA

NOVEMBER 18TH 2021

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
MORA ROCIO SOCORRO	20-MV-344782 \$74.25	PRORATION
MTS CAR SERVICE LLC	20-MV-800728 \$102.37	PRORATION
	20-MV-345442 \$83.81	PRORATION
NISSAN INFINITI LT	20-MV-346870 \$787.51	PRORATION
OSCAR VENTURA	20-MV-312786 \$153.96	PRORATION
RAY SURAJIT D	20-MV-358785 \$18.34	PRORATION
RITCH BRADLEY H	20-MV-354729 \$11.73	PRORATION
SCHUB IRENE EDITH	20-MV-800023 \$16.03	PRORATION
	20-MV-358465 \$28.67	PRORATION
SWARR WINIFRED B	20-MV-362209 \$119.83	PRORATION
T.A.L.L LLC	20-MV-362386 \$17.82	PRORATION
THREE TREES LANDSCAPING LLC	20-MV-363532 \$17.91	PRORATION
TOYOTA LEASE TRUST	20-MV-365040 \$340.62	PRORATION
TOYOTA LEASE TRUST	19-MV-367091 \$405.16	PRORATION
	19-MV-367585 \$346.94	PRORATION
	19-MV-367842 \$82.22	PRORATION
	19-MV-367849 \$799.13	PRORATION
TOYOTA LEASE TRUST	19-MV-366895 \$759.27	PRORATION
	20-MV-364305 \$735.26	PRORATION
	19-MV-367116 \$262.66	PRORATION
	19-MV-367117 \$601.89	PRORATION
	20-MV-364317 \$579.57	PRORATION

AGENDA**NOVEMBER 18TH 2021****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
TOYOTA LEASE TRUST	19-MV-367459 \$564.61	PRORATION
	20-MV-364292 \$735.26	PRORATION
	20-MV-364455 \$165.29	PRORATION
TOYOTA LEASE TRUST	20-MV-364264 \$674.23	PRORATION
	20-MV-364344 \$120.28	PRORATION
	20-MV-364852 \$560.80	PRORATION
	20-MV-364941 \$576.50	PRORATION
	20-MV-365100 \$319.93	PRORATION
	20-MV-365108 \$345.49	PRORATION
TRACY ELAINE M	20-MV-365273 \$199.87	PRORATION
TURNER VAN L	20-MV-365779 \$31.47	PRORATION
USB LEASING LT	20-MV-366244 \$175.07	PRORATION
USB LEASING LT	20-MV-369027 \$57.03	PRORATION
	20-MV-366289 \$799.76	PRORATION
	20-MV-366196 \$34.33	PRORATION
	20-MV-366266 \$263.29	PRORATION
VAULT TRUST	20-MV-367209 \$159.29	PRORATION
VAULT TRUST	20-MV-367107 \$144.35	PRORATION
	20-MV-367144 \$55.66	PRORATION
	20-MV-367213 \$55.66	PRORATION
VCF5 AUTO LEASING CO	19,20-MV-SEE ATTACHED \$9,514.25	PRORATION
VIROSTKOVA JUDITA	20-MV-368380 \$78.91	PRORATION
VW CREDIT LEASING LTD	20-MV-368641 \$401.89	PRORATION
	20-MV-368914 \$249.80	PRORATION

AGENDA

NOVEMBER 18TH 2021

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>		<u>REASON</u>
VW CREDIT LEASING LTD	20-MV-368683	\$109.72	PRORATION
	20-MV-368727	\$193.00	PRORATION
	20-MV-368741	\$286.91	PRORATION
	20-MV-368979	\$93.93	PRORATION
	20-MV-369052	\$232.80	PRORATION
VW CREDIT LEASING LTD	20-MV-368631	\$562.64	PRORATION
	20-MV-368705	\$294.80	PRORATION
	20-MV-369002	\$437.35	PRORATION
VW CREDIT LEASING LTD	20-MV-368936	\$540.94	PRORATION
VW CREDIT LEASING LTD	19-MV-371769	\$411.38	PRORATION
VW CREDIT LEASING LTD	20-MV-368623	\$381.08	PRORATION
	20-MV-368795	\$263.54	PRORATION
	20-MV-368922	\$808.69	PRORATION
WEISBROT IRWIN MORTON	20-MV-369662	\$18.19	PRORATION
WILLIAMS CHRISTINE	20-MV-370210	\$25.59	PRORATION
WINN MICHAEL J	20-MV-370563	\$187.89	PRORATION
VELAMANTI PRADEEP KUMAR	20-MV-371086	\$105.88	PRORATION

PERSONAL PROPERTY

GL TAX ACCOUNTING	19-PP-201290	\$307.01	ABATEMENT
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SPECIAL REQUESTS

ARI FLEET LT LTD	17,18,19,20-MV- SEE ATTACHED	\$114,120.77	ABATEMENT
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DOMINICK FUEL INC

BILL	VIN	PLATE	AMOUNT
20-MV-318095	1FTBW9CG0LKB15646	AB15873	\$ 67.03
20-MV-318099	1FTBW2CG9HKB30659	C102547	\$ 40.61
20-MV-318101	1FTBW2CG5JKA94037	C111991	\$ 46.43
20-MV-318103	1FTBW2CG9KKB80050	C167157	\$ 50.97
20-MV-318105	1FDAF56P05EC19664	AE07151	\$ 13.46
20-MV-318102	3C6TRVAGXEE107574	75CE62	\$ 19.10
20-MV-318109	1FTSW2CG8FKA51593	8564DB	\$ 27.18
20-MV-318111	1GCNKPEH8EZ173355	46CU88	\$ 33.45
20-MV-318112	1HTMKAZR3BH345470	K79792	\$ 36.77
20-MV-318098	1FTSW2CG9FKB15172	2638DE	\$ 27.18
20-MV-318100	WD3PE7CC1B5514177	37290C	\$ 18.95
20-MV-318110	1HTMKAZR8AH184600	K69168	\$ 34.33
TOTAL:			\$ 415.46

Finance Ser Veh

<u>GRAND LIST</u>	<u>BILL NO.</u>	<u>REG</u>	<u>VIN</u>	<u>REFUND</u>
2018	404919	AR65111 01	WBAJE7C5XKWD55831	\$ 108.70
2018	322551	AF42232 01	WBA8E3G56GNU03157	\$ 125.35
2019	322823	SLUES 01	WBXHT3Z30G4A49684	\$ 421.78
2020	321898	SLUES 01	WBXHT3Z30G4A49684	\$ 434.55
2020	321576	AM53587 01	WMWXP7C55J2A48951	\$ 437.75
2020	321601	AP13387 01	WBXHT3C32J5K21298	\$ 486.77
2020	321884	AM52832 01	WBA8D9G51JNU73100	\$ 255.68
2020	321592	AM21294 01	5UXTR9C57JLC79527	\$ 231.71
2020	321963	AN01821 01	5UXT53C54J0Y96173	\$ 221.40
2020	321861	AN60125 01	WBAJA7C33HWA70584	\$ 173.97
2020	321831	288ZFD 01	WBXHT3C36J5L31660	\$ 97.59
2020	321867	AM76274 01	WBA8A3C56JA494477	\$ 92.16
TOTAL				\$ 3,087.41

EMAILED
9-29-21
MAILED
9-30-21

FINANCIAL SER VEH TRUST

BILL #	PLATE #	VIN#	AMOUNT
20-321595	AL93116	WBXHT3C32J5L26967	\$ 243.68
20-321596	AM25144	5UXTR9C57JLD60236	\$ 464.11
20-321631	AF08176	WBXHT3C3XJ5L27112	\$ 389.77
20-321638	AP35074	WBA8A3C51JA494936	\$ 92.16
20-321648	AM76283	WBA8E5G53JNV02618	\$ 413.90
20-321704	AJ12044	WBXHT3C39H5F71640	\$ 468.40
20-321712	AL63638	5UXKR0C57J0X85462	\$ 515.07
20-321871	AU20033	5UXCR6C58KLK89142	\$ 371.06
20-321895	624ZFO	5UXKR0C56J0X95285	\$ 810.15
20-321941	AP70284	WBA8D9C50JEM32608	\$ 102.40
20-321964	AP16882	WMWWG5C54J3D00991	\$ 113.70
20-322007	9NVV7	WBAJA7C5XJWA73473	\$ 520.29
20-322013	1ATGX9	WBA8D9C32HA004636	\$ 428.61
20-371808	913UOB	5UXTR9C59JLA44661	\$ 579.67
			\$ 5,512.97

JP MORGAN

BILL #	PLATE #	VIN#	AMOUNT
20-333384	AV52564	JF2SKASCOKH588360	\$355.92
20-333673	AJ88239	4S3BNAH69H3045585	\$265.94
20-333320	AS14350	JM3KFBCM7J0425919	\$38.42
20-333484	AR75185	JF2SKAGCXKH465707	\$566.78
20-334071	AJ70539	JM3KFBDL1H0139077	\$454.69
20-333437	AJ29215	4S4BSATC6H3411351	\$507.58
20-333632	AY68443	4S3GTAB61L3722514	\$33.98
20-333659	AK83646	SALWR2FV8HA173875	\$596.51

TOTAL	\$2,819.82
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VCFS

<u>LIST YR</u>	<u>BILL NO.</u>	<u>REG</u>	<u>VIN</u>	<u>REFUND</u>
2019	370263	AK67767 01	YV449MRS0H2026338	\$ 60.01
2019	370281	AJ83798 01	YV449MRU5H2121981	\$ 52.17
2020	367502	SCOTTIE 01	YV4A22NT4J1032455	\$ 854.14
2020	367548	AJ86149 01	YV4A22PK9H1183709	\$ 684.01
2020	367410	AL18165 01	YV4A22PK3J1323856	\$ 676.43
2020	367437	AM59464 01	YV4162XZ1K2007496	\$ 668.84
2020	367411	AK67767 01	YV449MRS0H2026338	\$ 621.68
2020	367518	AM20912 01	YV4BR0PL3J1340962	\$ 609.25
2020	367544	AJ83798 01	YV449MRU5H2121981	\$ 555.57
2020	367469	AL42199 01	YV4A22PL2J1218492	\$ 542.43
2020	367478	AM60368 01	YV4A22PLXJ1215937	\$ 542.43
2020	367546	AP27081 01	YV4162UL6K2047332	\$ 509.96
2020	367447	AY75800 01	YV4162UKXL2228765	\$ 507.82
2020	367561	AL74161 01	YV4A22PL3J1216945	\$ 465.20
2020	367471	AM20920 01	YV4102PK1J1344582	\$ 447.32
2020	367472	AM20918 01	YV449MRRXH2199734	\$ 366.67
2020	367524	AM07758 01	YV4102PK4J1344592	\$ 319.93
2020	367468	AX73748 01	YV4A22PKXL1572772	\$ 300.19
2020	367459	AM96420 01	YV4A22PK9J1336420	\$ 270.40
2020	367421	AN01242 01	YV4102RM3J1049062	\$ 248.58
2020	367498	9ASFW4 01	LYV402TK8JB173554	\$ 211.22
			TOTAL REFUND	\$ 9,514.25

ARI FLEET LT LTD			
BILL #	PLATE #	VIN#	AMOUNT
7-400727	AB05257	1FDWE3FS1HDC47288	\$ 618.37 (591.74 + 26.63)
7-400728	AB05259	1FDUF5GT1HEE07963	\$ 791.05 (756.99 + 34.06)
7-400731	AB05265	1FDUF5GT1HEE51557	\$ 502.90 (481.24 + 21.66)
7-400732	AB05266	1FDUF5GT8HEE51556	\$ 502.90 (481.24 + 21.66)
7-400733	AB05267	1FDUF5GT5HEE87865	\$ 502.90 (481.24 + 21.66)
7-400735	AJ73055	5E3SK18N8J1000173	\$ 62.02 (59.35 + 2.67)
7-400739	AJ72626	5E3SK18N3J1000209	\$ 46.57 (44.56 + 2.01)
7-400740	AJ72627	5E3SK18N1J1000242	\$ 46.57 (44.56 + 2.01)
7-400741	C160235	1FTBW2YM8JKA69602	\$ 204.39 (195.59 + 8.80)
7-400742	C160237	1FTBW2YM2JKA72446	\$ 204.39 (195.59 + 8.80)
7-400743	AH48928	1R9BU1218H1626101	\$ 187.21 (179.15 + 8.06)
7-400744	AH48949	1R9BU1211H1626103	\$ 187.21 (179.15 + 8.06)
7-400745	AH49950	1R9BU121XH1626102	\$ 187.21 (179.15 + 8.06)
7-400746	AH49951	1R9BU1213H1626099	\$ 187.21 (179.15 + 8.06)
7-400749	AB05264	1FDUF5GT5HEE51559	\$ 502.90 (481.24 + 21.66)
7-400750	AH49952	1R9BU1216H1626100	\$ 187.21 (179.15 + 8.06)
7-400752	AB05255	3C7WRNBL3HG625510	\$ 769.15 (736.03 + 33.12)
7-400753	AB05256	1FDUF5GT5HED46813	\$ 791.05 (756.99 + 34.06)
7-400754	AB05258	1FDUF5GTXHEE07945	\$ 791.05 (756.99 + 34.06)
7-400755	AB05260	1FDUF5GT5HDA05109	\$ 791.05 (756.99 + 34.06)
7-400756	AB05268	1FDUF5GY7JDA02150	\$ 665.29 (636.64 + 28.65)
7-400757	AJ73051	5E3SK18N7J1000178	\$ 62.02 (59.35 + 2.67)
7-400759	AJ73054	5E3SK18N5J1000180	\$ 62.02 (59.35 + 2.67)
7-400760	AJ73050	5E3SK18N9J1000182	\$ 62.02 (59.35 + 2.67)
7-400762	AJ73056	5E3SK18N7J1000181	\$ 62.02 (59.35 + 2.67)
7-400766	AJ72628	5E3SK18N8J1000223	\$ 46.57 (44.56 + 2.01)
7-400768	AJ73062	5E3SK18N9J1000196	\$ 46.57 (44.56 + 2.01)
7-400769	AJ73063	5E3SK18N2J1000220	\$ 46.57 (44.56 + 2.01)
7-400770	AJ73066	5E3SK18N2J1000217	\$ 46.57 (44.56 + 2.01)
7-400771	AB05270	1FDUF5GY7JDA02147	\$ 499.01 (477.52 + 21.49)
7-400772	C140414	1FDWE3FS7HDC47294	\$ 618.37 (591.74 + 26.63)
7-400773	C140415	1FDWE3FS0HDC47296	\$ 618.37 (591.74 + 26.63)
7-400774	AB05261	1FDUF5GT7HEE07983	\$ 791.05 (756.99 + 34.06)
7-400775	C160236	1FTBW2YM3JKA72438	\$ 204.39 (195.59 + 8.80)
18-303179	AB05257	1FDWE3FS1HDC47288	\$ 632.85
18-303181	AB05259	1FDUF5GT1HEE07963	\$ 926.83
18-303184	AJ72628	5E3SK18N8J1000223	\$ 169.61
18-303185	AB05272	1FDUF5GT4JEC71263	\$ 1,721.59
18-303186	AB05268	1FDUF5GY7JDA02150	\$ 1,721.59
18-303189	C140415	1FDWE3FS0HDC47296	\$ 632.85
18-303192	AB05270	1FDUF5GY7JDA02147	\$ 1,721.59
18-303194	AH49950	1R9BU121XH1626102	\$ 170.43
18-303195	C160284	1FTBW2YM1JKA69604	\$ 754.50
18-303197	AH48928	1R9BU1218H1626101	\$ 170.43
18-303198	AB05271	1FDUF5GT6JEC71254	\$ 1,721.59

43
59
Disposal
3/1/16
Res

18-303199	C160288	1FTBW2YM4JKA72447	\$	754.50
18-303201	AB05265	1FDUF5GT1HEE51557	\$	926.83
18-303202	AH48949	1R9BU1211H1626103	\$	170.43
18-303203	AB05260	1FDUF5GT5HDA05109	\$	926.83
18-303205	C160237	1FTBW2YM2JKA72446	\$	754.50
18-303206	AB05255	3C7WRNBL3HG625510	\$	920.96
18-303208	AB05258	1FDUF5GTXHEE07945	\$	926.83
18-303209	AJ72627	5E3SK18N1J1000242	\$	169.61
18-303210	AB05264	1FDUF5GT5HEE51559	\$	926.83
18-303212	AJ73063	5E3SK18N2J1000220	\$	169.61
18-303214	AJ72626	5E3SK18N3J1000209	\$	169.61
18-303215	AJ73062	5E3SK18N9J1000196	\$	169.61
18-303217	AB05273	1FDUF5GT1HEE88811	\$	926.83
18-303218	AB05274	1FDUF5GT8JEC13730	\$	1,721.59
18-303219	AB05275	1FDUF5GT3JEB75422	\$	1,721.59
18-303221	AJ73056	5E3SK18N7J1000181	\$	169.61
18-303222	C160235	1FTBW2YM8JKA69602	\$	754.50
18-303223	AB05267	1FDUF5GT5HEE87865	\$	926.83
18-303224	C140414	1FDWE3FS7HDC47294	\$	632.85
18-303227	AJ73054	5E3SK18N5J1000180	\$	169.61
18-303228	AB05266	1FDUF5GT8HEE51555	\$	926.83
18-303230	AB05261	1FDUF5GT7HEE07983	\$	926.83
18-303232	AJ73050	5E3SK18N9J1000182	\$	169.61
18-303235	AJ73055	5E3SK18N8J1000173	\$	169.61
18-303236	AJ73051	5E3SK18N7J1000178	\$	169.61
18-303238	AJ73066	5E3SK18N2J1000217	\$	169.61
18-303240	AH49951	1R9BU1213H1626099	\$	170.43
18-303241	AB05256	1FDUF5GT5HED46813	\$	926.83
18-303242	C160236	1FTBW2YM3JKA72438	\$	754.50
18-400791	C179455	1FTBW2YMXJKB30626	\$	754.50
18-400792	C179456	1FTBW2YM1JKB22348	\$	754.50
18-400793	AE53825	3C7WRNBL2JG218610	\$	882.91
18-400794	AE53826	3C7WRNBL7JG218804	\$	882.91
18-400795	C179473	1FTBW2YM3JKB30831	\$	691.89
18-400796	C179474	1FTBW2YMOJKB30835	\$	691.89
18-400799	C179504	1FTBW2YM2KKA07341	\$	691.89
18-400800	AP29927	1FDUF5GT4JEB75445	\$	762.17
18-400801	C185930	1FTBW2YM4JKB30640	\$	565.87
18-400803	C191273	1FTBW2YM6JKB30641	\$	565.87
19-303284	C179504	1FTBW2YM2KKA07341	\$	787.35
19-303287	AB05267	1FDUF5GT5HEE87885	\$	834.77
19-303290	C160284	1FTBW2YM1JKA69604	\$	713.03
19-303291	AJ73055	5E3SK18N8J1000173	\$	161.97
19-303292	C179473	1FTBW2YM3JKB30631	\$	713.03
19-303294	AB05275	1FDUF5GT3JEB75422	\$	1,644.05
19-303296	C140415	1FDWE3FS0HDC47296	\$	552.97
19-303298	AJ73054	5E3SK18N5J1000180	\$	161.97

19-303299	AJ72627	5E3SK18N1J1000242	\$	161.97
19-303300	AJ72628	5E3SK18N8J1000223	\$	161.97
19-303301	C192082	1FTBW2YM1JKB47699	\$	713.03
19-303302	AJ75510	5E3SK18N5J1000177	\$	161.97
19-303303	AJ73066	5E3SK18N2J1000217	\$	161.97
19-303304	AB05270	1FDUF5GY7JDA02147	\$	1,644.05
19-303305	AB05265	1FDUF5GT1HEE51557	\$	834.77
19-303306	C160236	1FTBW2YM3JKA72438	\$	713.03
19-303309	AB05258	1FDUF5GTXHHEE07945	\$	834.77
19-303310	AB5273	1FDUF5GT1HEE66611	\$	834.77
19-303312	AE53826	3C7WRNBL7JG218604	\$	1,538.35
19-303313	AJ73051	5E3SK18N7J1000178	\$	161.97
19-303314	AJ73063	5E3SK18N2J1000220	\$	161.97
19-303316	C140414	1FDWE3FS7HDC47294	\$	552.97
19-303320	AB05274	1FDUF5GT8JEC13730	\$	1,644.05
19-303322	AB05268	1FDUF5GY7JDA02160	\$	1,644.05
19-303323	AP29927	1FDUF5GT4JEB75445	\$	1,644.05
19-303324	C179455	1FTBW2YMXJKB30626	\$	713.03
19-303325	C179456	1FTBW2YM1JKB22348	\$	713.03
19-303326	AE53825	3C7WRNBL2JG218610	\$	1,538.35
19-303328	AB05260	1FDUF5GT5HDA05109	\$	834.77
19-303329	AB05271	1FDUF5GT6JEC71254	\$	1,644.05
19-303330	AH49950	1R9BU121XH1626102	\$	162.73
19-303331	AV05255	3C7WRNBL3HG625510	\$	828.94
19-303332	AB05256	1FDUF5GT5HED46813	\$	834.77
19-303333	AB05257	1FDWE3FS1HDC47288	\$	552.97
19-303334	AB05259	1FDUF5GT1HEE07963	\$	834.77
19-303335	AB05261	1FDUF5GT7HEE07983	\$	834.77
19-303337	C160237	1FTBW2YM2JKA72446	\$	713.03
19-303338	AB05266	1FDUF5GT8HEE51555	\$	834.77
19-303341	C185930	1FTBW2YM4JKB30640	\$	713.03
19-303343	AH48928	1R9BU1218H1626101	\$	162.73
19-303344	AH49951	1R9BU1213H1626099	\$	162.73
19-303347	C192049	1FTBW2YM7JKB47707	\$	713.03
19-303349	C192048	1FTBW2YM2JKB47713	\$	713.03
19-303351	C160235	1FTBW2YM8JKA69602	\$	713.03
19-303352	C192081	1FTBW2YM8JKB47702	\$	713.03
19-303353	C191273	1FTBW2YM6JKB30641	\$	713.03
19-303354	AH49952	1R9BU1216H1626100	\$	162.73
19-303355	AB05264	1FDUF5GT5HEE51559	\$	834.77
19-303356	C179474	1FTBW2YMOJKB30635	\$	713.03
19-303358	C160288	1FTBW2YM4JKA72447	\$	713.03
19-303359	AJ72626	5E3SK18N3J1000209	\$	161.97
19-303360	AJ73062	5E3SK18N9J1000196	\$	161.97
19-303361	AB05272	1FDUF5GT4JEC71253	\$	1,644.05
19-303362	AJ73050	5E3SK18N9J1000182	\$	161.97
19-400552	AJ73056	5E3SK18N7J1000181	\$	51.77

20-303107	AH49950	1R9BU121XH1626102	\$	156.66
20-303108	AJ73062	5E3SK18N9J1000196	\$	155.93
20-303109	AJ73063	5E3SK18N2J1000220	\$	155.93
20-303110	C160235	1FTBW2YM8JKA69602	\$	553.43
20-303111	AH49952	1R9BU1216H1626100	\$	156.66
20-303112	AH48928	1R9BU1218H1626101	\$	156.66
20-303113	AJ72627	5E3SK18N1J1000242	\$	155.93
20-303114	AH49951	1R9BU1213H1626099	\$	156.66
20-303115	AB05266	1FDUF5GT8HEE51555	\$	660.62
20-303117	C160284	1FTBW2YM1JKA69604	\$	553.43
20-303118	AB05258	1FDUF5GTXHEE07945	\$	660.62
20-303119	AB05259	1FDUF5GT1HEE07963	\$	660.62
20-303120	AB05260	1FDUF5GT5HDA05109	\$	660.62
20-303122	C140414	1FDWE3FS7HDC47294	\$	477.72
20-303125	AJ73056	5E3SK18N7J1000181	\$	155.93
20-303126	C179455	1FTBW2YMXJKB30626	\$	553.43
20-303127	AE53826	3C7WRNBL7JG218604	\$	745.38
20-303128	C191273	1FTBW2YM6JKB30641	\$	553.43
20-303132	AJ73066	5E3SK18N2J1000217	\$	155.93
20-303133	AJ72628	5E3SK18N8J1000223	\$	155.93
20-303134	AB05268	1FDUF5GY7JDA02150	\$	751.26
20-303135	AJ73050	5E3SK18N9J1000182	\$	155.93
20-303136	AJ73051	5E3SK18N7J1000178	\$	155.93
20-303137	AJ73054	5E3SK18N5J1000180	\$	155.93
20-303138	AJ73055	5E3SK18N8J1000173	\$	155.93
20-303139	AB05261	1FDUF5GT7HEE07983	\$	660.62
20-303142	AB05272	1FDUF5GT4JEC71253	\$	751.26
20-303143	AB05267	1FDUF5GT5HEE87865	\$	660.62
20-303146	AP29927	1FDUF5GT4JEB75445	\$	751.26
20-303148	C192049	1FTBW2YM7JKB47707	\$	553.43
20-303149	C1479456	1FTBW2YM1JKB22348	\$	553.43
20-303152	AB05275	1FDUF5GT3JEB75422	\$	751.26
20-303153	C179473	1FTBW2YM3JKB30631	\$	553.43
20-303154	AB05271	1FDUF5GT6JEC71254	\$	751.26
20-303155	C179504	1FTBW2YM2KKA07341	\$	608.37
20-303157	C192081	1FTBW2YM8JKB47702	\$	553.43
20-303158	C192048	1FTBW2YM2JKB47713	\$	553.43
20-303159	AB05273	1FDUF5GT1HEE66611	\$	660.62
20-303161	AB05265	1FDUF5GT1HEE51557	\$	660.62
20-303163	C192082	1FTBW2YM1JKB47699	\$	553.43
20-303165	C160237	1FTBW2YM2JKA72448	\$	553.43
20-303166	AB05257	1FDWE3FS1HDC47288	\$	477.72
20-303168	AJ75510	5E3SK18N5J1000177	\$	155.93
20-303169	AJ72626	5E3SK18N3J1000209	\$	155.93
20-303170	AB05256	1FDUF5GT5HED46813	\$	660.62
20-303171	C140415	1FDWE3FS0HDC47296	\$	477.72
20-303172	AB05255	3C7WRNBL3HG625510	\$	660.62

20-303173	C179474	1FTBW2YM0JKB30635	\$	553.43
20-303175	C160236	1FTBW2YM3JKA72438	\$	553.43
20-303176	AB05264	1FDUF5GT5HEE51559	\$	660.62
20-303177	AB05270	1FDUF5GY7JDA02147	\$	751.26
20-303178	AB05274	1FDUF5GT8JEC13730	\$	751.26
20-303179	AE53825	3C7WRNBL2JG218610	\$	745.38
20-303180	C185930	1FTBW2YM4JKB30640	\$	553.43
20-303182	C160288	1FTBW2YM4JKA72447	\$	553.43

TOTAL			\$	114,120.77
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AGENDA

DECEMBER 8TH 2021

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:

BILL No & AMOUNT REFUNDED

REASON

MOTOR VEHICLE

ACAR LEASING LTD	20-MV-300410	\$444.45	PRORATION
	20-MV-300529	\$609.80	PRORATION
	20-MV-300558	\$632.34	PRORATION
	20-MV-300571	\$704.34	PRORATION
	20-MV-300615	\$495.46	PRORATION
ACAR LEASING LTD	20-MV-300405	\$270.73	PRORATION
ACAR LEASING LTD	19-MV-300626	\$109.68	PRORATION
	20-MV-300658	\$444.15	PRORATION
ACAR LEASING LTD	20-MV-300507	\$563.58	PRORATION
CELLAR KURT MATTHEW	20-MV-311511	\$36.50	PRORATION
CERVANTES-ANDRANDE MIRIAM C	20-MV-311655	\$192.37	PRORATION
CERVANTES IGNACIO	19-MV-312132	\$25.04	PRORATION
	20-MV-311644	\$145.02	PRORATION
DAIMLER TRUST	20-MV-SEE ATTACHED	\$864.24	PRORATION
ENTERPRISE FM TRUST	20-MV-SEE ATTACHED	\$4,447.41	PRORATION
ENTERPRISE FM TRUST	20-MV-320056	\$232.28	PRORATION
FINANCIAL SERV VEH TRUST	20-MV-321659	\$397.05	PRORATION
	20-MV-321754	\$820.32	PRORATION
	20-MV-321979	\$760.95	PRORATION
GILLER GEOFFREY M	20-MV-325219	\$39.92	PRORATION
GREENE WALTER T JR	20-MV-326650	\$18.22	PRORATION
HARTMANN JENNIFER ROTH	20-MV-328070	\$170.34	PRORATION

AGENDA**DECEMBER 8TH 2021****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
HONDA LEASE TRUST	20-MV-329785 \$320.06	PRORATION
	20-MV-330016 \$417.06	PRORATION
	20-MV-330347 \$249.31	PRORATION
HONDA LEASE TRUST	20-MV-329733 \$85.58	PRORATION
HONDA LEASE TRUST	20-MV-329954 \$206.14	PRORATION
	20-MV-330090 \$201.82	PRORATION
HONDA LEASE TRUST	20-MV-329843 \$457.46	PRORATION
	20-MV-329929 \$65.69	PRORATION
	20-MV-329933 \$361.09	PRORATION
	20-MV-330258 \$220.74	PRORATION
HONDA LEASE TRUST	19-MV-331615 \$26.15	PRORATION
	20-MV-330416 \$340.71	PRORATION
LINARTE FRANCISCO J	19-MV-340185 \$10.11	PRORATION
MARUSHAK KRYSTYNA A	20-MV-341474 \$11.12	PRORATION
MIR ASMA SHAHZAD	19-MV-345842 \$70.64	PRORATION
MONTONEZ ANGEL S	20-MV-344501 \$21.93	PRORATION
NISSAN INFINITI LT	20-MV-346834 \$194.89	PRORATION
NISSAN INFINITI LT	20-MV-349398 \$497.52	PRORATION
NISSAN INFINITI LT	20-MV-347115 \$311.47	PRORATION
	20-MV-347624 \$227.22	PRORATION
ORTIZGUEVARA EDGAR	20-MV-349097 \$110.77	PRORATION
PETRONIS CLAIRE F	20-MV-351439 \$10.87	PRORATION

AGENDA

DECEMBER 8TH 2021

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
PORSCHE LEASING LTD	20-MV-352239 \$517.15	PRORATION
	20-MV-352241 \$827.18	PRORATION
	20-MV-352243 \$749.03	PRORATION
	20-MV-352252 \$274.60	PRORATION
PORTILLO-AMAYA WALTER O	20-MV-352287 \$135.91	PRORATION
POWERS DEVIN JULIA	20-MV-352425 \$164.92	PRORATION
RAMIREZ CARLOS ALBERTO	20-MV-355521 \$19.48	PRORATION
RICHARDSON NINA	20-MV-356786 \$15.40	PRORATION
RIVERA ORLANDO	20-MV-354921 \$21.33	PRORATION
RIVERA VERONICA	20-MV-354943 \$49.05	PRORATION
	20-MV-354942 \$25.59	PRORATION
	20-MV-354941 \$21.32	PRORATION
RYAN JOSEPHINE M	20-MV-356786 \$10.14	PRORATION
SOR-BATRES GRICELDA M	20-MV-360786 \$49.15	PRORATION
TORRES-CAZARES JOSE A	19-MV-366704 \$304.68	PRORATION
	20-MV-364103 \$581.16	PRORATION
TOYOTA LEASE TRUST	20-MV-365235 \$102.12	PRORATION
USB LEASING LT	20-MV-366195 \$102.92	PRORATION
VALDOVINOS-CONTRERAS RAMIRO	20-MV-366541 \$59.82	PRORATION
VCFS AUTO LEASING CO	20-MV-367501 \$67.36	PRORATION

AGENDA

DECEMBER 8TH 2021

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:

BILL No & AMOUNT REFUNDED

REASON

SPECIAL REQUEST

IJ GROUP LLC

37 NORTH AVE

1-79-31-0

19-RE-112919 \$30,433.56

PAID IN ERROR

TOYOTA LEASE TRUST

20-MV-SEE ATTACHED \$16,394.58

PRORATIONS

TOYOTA LEASE TRUST

20-MV-SEE ATTACHED \$15,621.88

PRORATIONS

DAIMLER TRUST

BILL No	VIN	PLATE	AMOUNT
20-315275	4JGDA5HB7J8089889	AM93206	\$426.54
20-315446	WDDLI9BB8HA196732	AH15878	\$332.37
20-315379	WDDWF4KBXJR394804	AP15753	\$105.33
TOTAL:			\$864.24

ENTERPRISE FM TRUST

BILL #	PLATE #	VIN#	AMOUNT
19-320777	AS93261	1FA6P0H72G5113376	\$ 23.18
20-319967	AS93261	1FA6P0H72G5113376	\$ 280.45
19-320796	AE06970	WD4PE7DD3GP199056	\$ 207.09
20-319986	AE06970	WD4PE7DD3GP199056	\$ 475.59
19-320827	C084389	1GCWGAF1H1109533	\$ 36.67
20-319977	C084389	1GCWGAF1H1109533	\$ 366.82
19-320780	C084390	1GCWGAF6H1109575	\$ 36.67
20-320025	C084390	1GCWGAF6H1109575	\$ 366.82
20-319963	C211640	3C6URVJG2FE508283	\$ 165.19
20-319965	C211148	1GCZGUCGXF1140904	\$ 138.96
20-319969	C211600	1GCZGHFG6G1191837	\$ 256.41
20-319971	C115404	1FTYR2CM5HKA44269	\$ 177.41
20-319974	C211954	3C6URVJG0GE105937	\$ 227.40
20-320018	C033744	1GCWGAF5G1170799	\$ 300.19
20-320020	4544DD	1GCWGFCF2F1201121	\$ 139.44
20-320030	AE22804	1GCWGAF5H1121359	\$ 305.55
20-320048	AU71421	YV4A22RK9K1361641	\$ 766.16
20-320050	C101072	1FTYR2CM6HKA26637	\$ 177.41

\$ 4,447.41

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
19-367050	1AEVT5	JTHCM1D2XG5013157	\$ 406.58
19-367087	5ARUH2	5TDJZRFH6HS356831	\$ 487.31
20-364576	5ARUH2	5TDJZRFH6HS356831	\$ 645.69
20-364267	AS25083	JTMRFFREV4JJ260749	\$ 83.79
20-364294	AR77231	JTHC81D2XJ5032223	\$ 112.91
20-364297	AH85795	JTHCZ1D28K5016522	\$ 275.21
20-364303	AP51247	5TDJZRFH3JS873798	\$ 173.02
20-364307	AW48386	JTDL9RFU3L3013104	\$ 227.68
20-364316	AC13875	5TDJZRFH5JS819905	\$ 692.06
20-364351	AG57033	2T3DFREV3HW679424	\$ 130.77
20-364381	AL30885	2T1BURHE4HC961168	\$ 51.22
20-364384	AD42700	JTJDGKCA9K2007420	\$ 167.20
20-364405	AT93349	4T1B11HK0KU228864	\$ 114.25
20-364413	AF00593	JTHCZ1D21K5016572	\$ 413.23
20-364418	ZT6519	58ABK1GG4HU052624	\$ 575.83
20-364433	AK67899	JTEBU5JR9H5454460	\$ 476.53
20-364442	994WWG	JTHBK1GG5H2256256	\$ 287.92
20-364493	1AEVT5	JTHCM1D2XG5013157	\$ 523.06
20-364518	AN38101	JTHC81D27J5026931	\$ 338.03
20-364540	AB85302	4T1B11HK6JU038971	\$ 247.75
20-364550	AP13662	JTMDFFREV0JJ737669	\$ 298.06
20-364555	AL56767	2T3BFREV0JW707533	\$ 422.94
20-364610	AG96199	JTHC81D22J5033852	\$ 169.03
20-364664	AN42225	2T1BURHEXJC018644	\$ 165.29
20-364683	553XTY	5TDKZ3DC4HS892718	\$ 395.28
20-364712	AM14899	5TDJZRFH6JS807298	\$ 519.04
20-364733	AR62380	JTMRFFREV5JJ224181	\$ 460.08
20-364746	AK75850	58ABK1GG0HU073003	\$ 96.16
20-364773	4FRAN	JTJBARBZ1J2152264	\$ 493.87
20-364774	AG37915	5TDJKRFH1GS505746	\$ 459.69
20-364777	347ZRW	2T3RFREV3JW837871	\$ 334.65
20-364816	AM30108	2T1BURHE5JC994671	\$ 303.12
20-364855	AR31605	2T1BURHEXJC079413	\$ 82.66
20-364862	AK60438	JTEBU5JR1H5464108	\$ 476.53
20-364870	AL44152	JTHCM1D28H5021727	\$ 552.00
20-364887	AK89589	JTMRFFREV7HJ154368	\$ 153.58
20-364940	AR74691	2T2ZZMCA4JC111677	\$ 321.49
20-364957	AS41953	2T3JFREV1JW797321	\$ 233.22
20-364984	AU18853	JTMDFFREV7HJ703707	\$ 435.71
20-364998	AG10981	2T1BURHE8GC742759	\$ 107.15
20-365044	AR92910	4T1B11HK9JU615007	\$ 141.52
20-365048	AT69834	4T1B11HK2KU750931	\$ 380.62
20-365089	AT13697	4T1B11HK8KU749959	\$ 190.54
20-365101	AG44985	JTJHY7AX2H4227644	\$ 320.58
20-365136	AG10954	JTNKHMBX5K1026668	\$ 113.31

20-365145	AN02134	5TDBZRFH1JS836060	\$	394.03
20-365149	AR83537	2T1BURHE9KC142146	\$	150.96
20-365210	AU86706	2T3RWRVFXKW024267	\$	106.48
20-365211	AC81009	2T3RFREV0JW744113	\$	250.89
20-365217	AL03659	5TDDZ3DC2HS183049	\$	299.65
20-365236	AW48675	5YFP4RCE2LP027418	\$	115.96
20-365244	1APSS6	4T1B11HK3JU508678	\$	247.75

TOTAL			\$	15,621.88
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TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
20-364244	AA37493	JTMBFREV7JJ223759	\$ 153.58
20-364253	AL37397	5TDJZRFH9HS483573	\$ 537.87
20-364263	AK32162	2T2BZMCA0HC085980	\$ 367.65
20-364271	AA35782	JTMRFREV0JJ235993	\$ 125.43
20-364309	AH52319	2T2BK1BAXEC235044	\$ 334.71
20-364312	AR31608	JTMBFREV6JJ239001	\$ 115.32
20-364325	AN42210	2T1BURHE7JC058423	\$ 110.08
20-364338	C036598	5TDDZ3DC5JS199266	\$ 482.27
20-364353387WLD		4T1B21HK4JU001270	\$ 283.13
20-364367	AK08974	JTND4RBE2L3077163	\$ 190.23
20-364379	AP17303	5TDKZ3DC9JS933186	\$ 84.95
20-364414	AJ89452	JTMBFREV3HJ702030	\$ 320.69
20-364428	AK51857	JTJBARBZXH2128829	\$ 289.80
20-364447	AN50374	JTMJFREV9JJ205582	\$ 279.65
20-364456	AP98156	4T1B61HK3JU137474	\$ 234.56
20-364458	AK19241	5TFSX5EN8HX056260	\$ 100.09
20-364482	OADPX5	2T1BURHE9JC990865	\$ 303.12
20-364486	AN74419	2T1BURHE2JC094102	\$ 110.08
20-364511	C110463	5TFDY5F12JX709044	\$ 147.64
20-364513	814XZA	2T1BURHE4JC063983	\$ 303.12
20-364535	AM52725	4T1BK1EB7JU271792	\$ 131.16
20-364543	853ZYP	5TFHY5F19JX711522	\$ 733.80
20-364593	AV52177	JTEBU5JR4K5728056	\$ 403.62
20-364615	HO9257	2T3F1RFV0KW052144	\$ 136.88
20-364631	AL93182	58ABK1GG6JU081337	\$ 548.95
20-364658	AM52720	JTMBFREV8JJ195745	\$ 384.19
20-364660	AP15314	JTHC81D28J5028932	\$ 394.15
20-364688	AR52643	JTMRJREV3JD244121	\$ 209.00
20-364691	AA55294	5TDBZRFH7JS863554	\$ 196.73
20-364700	AH94814	2T2BZMCA9HC090854	\$ 428.67
20-364705	562YDU	4T1B61HK5JU109983	\$ 375.20
20-364706	AM20285	2T2BGMCA0HC019595	\$ 205.53
20-364726	C119372	5TFSX5EN1HX057297	\$ 349.40
20-364731	AA25496	2T1BURHE7JC099649	\$ 82.66
20-364750	853	2T2BZMCA3HC122634	\$ 306.59
20-364762	AL85238	5TFSZ5AN2HX104515	\$ 548.95
20-364766	AR96224	4T1B11HK4JU654572	\$ 177.19
20-364778	AM61361	JTDKARFU7H3542548	\$ 334.86
20-364788	AN02053	4T1B61HK6JU075651	\$ 468.58
20-364817	AM30114	5TFSZ5AN6HX110639	\$ 494.26
20-364820	AP49182	JTJDZKCA5J2009741	\$ 587.16
20-364827	AP17354	4T1B11HK7JU115640	\$ 141.52
20-364829	491SGC	58ABK1GG0JU080183	\$ 274.81
20-364835	AJ08189	JTEBU5JR1K5617951	\$ 134.81
20-364884	AR74686	JTHC81D2XJ5033680	\$ 338.03

20-364923	6AVFX4	JTMRFREV9JJ739703	\$	167.08
20-364978	0APKK2	58ABK1GGXHU046827	\$	335.72
20-365037	AG37874	3TMGZ5AN3GM042164	\$	186.34
20-365065	AT0737	JTJBARBZ6K2182552	\$	545.85
20-365083	AN50350	2T1BURHE5JC076094	\$	165.29
20-365131	MITESH	JTHCM1D29H5016732	\$	300.99
20-365141	AB58667	4T1B61HK1KU725424	\$	203.12
20-365165	AL40387	JTJBARBZXH2146814	\$	337.88
20-365178	AL56762	NMTKHMBX1JR014974	\$	308.72
20-365188	AH94839	JTJBARBZ9H2130748	\$	289.80
20-365224	AP49199	JTJDZKCA2J2010376	\$	293.12
	TOTAL		\$	16,394.58



CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: November 15, 2021
Re: Narrative for October 2021 Tax Collector's Report

As of the end of October 2021, representing the first four months of the fiscal year, we collected more than \$190 million against our \$349.5 million adjusted levy, or **54.44%**. We also collected **51.24%** of our sewer use levy, more than \$8.3 million, and **81.8%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA.

Compared with the prior fiscal year, we ended the month of October 2021 ahead with regard to taxes (2.24%), sewer use (0.36%), and the IPP fee (10.03 %). This follows the trend of the first three months of this fiscal year. Again, recall that last year was somewhat of an aberration, since the City gave taxpayers until October 1 to pay what normally is payable by August 1.

With regard to prior years' collections, through the end of October 2021, we show a net collection of in excess of \$3 million since July 1, 2021. This amount is more than \$1 million more than what we collected during the first four months of the prior fiscal year and is attributable to the tax sale that was held on October 18, 2021.

This is my first report since the sale occurred and I'll provide a summary here. Ultimately, we collected in excess of **\$8.5 million** since November 2019 on properties originally slated for tax sale.

This sale had been put on hold in the spring of 2020 due to COVID 19, and was rescheduled several times. **235 of 248 accounts paid in full prior to the actual sale.** Three properties paid off the morning of the sale, and were removed prior to bidding. 11 of the 12 properties remaining were sold. There were no bids on one property; it will be taken by the City for back taxes, since this was now the second consecutive tax sale where this property was offered and no bids were received. Another property was removed from the sale due to a bankruptcy filing several hours prior to the time of the sale.

There were approximately 45 registered bidders. The sale started around 5 pm, and was concluded by approximately 7:30 pm. All 11 of the properties that sold received multiple bids, and were sold for more than the minimum bid. The city does not get to keep the overbid. The overbid is the difference between the minimum bid (what we are entitled to) and the winning bid.

The City of Norwalk collected an additional \$603,135 in taxes from the bidding that occurred at the actual tax sale on October 18. This was added to the \$7.9 million collected prior to the sale (since November 2019 on these properties) for a total of **\$8,538,707** as the total collected through our 2020-2021 tax sale. This does NOT include overbids. Minimum bids for each property included 2020 grand list taxes in full. The next tax bills due on SOLD properties will be payable on July 1, 2022.

Information on the tax sale, as well as a brief synopsis of the bidding process, can be viewed online here [City of Norwalk Tax Sale 2021 \(arcgis.com\)](http://CityofNorwalkTaxSale2021(arcgis.com))

This website provided information about the properties, including recent photographs. It allows users to download field cards with property information; and shows the locations of the properties on a map, among other features. We have also posted display boards in the lobby of City Hall with photographs of the properties and other information in order to publicize the sale. A series of seven legal notices concerning the sale were published in the newspaper. We continue to do mailings in compliance with the state laws governing tax sales and will leave the postings up in accordance with the notice requirements of the tax sale.

Our budgeted collection goals for the recently concluded fiscal year, as well as for the new fiscal year ending 2022, are both predicated on the infusion of revenue generated by the tax sale. Maintaining high current and back tax collection rates promotes budgetary stability and allows the Board of Estimate and Taxation to set lower mill rates for all taxpayers. A higher current collection rate enables less of an allowance for "uncollectible" taxes, and correspondingly lower mill rates.

Our next billing should occur at the end of this month, when we issue notices for the second installment, which are due January 1, 2022 and payable by February 1, 2022.

I hope to get the second installment bills in the mail by the second week of December, but need to coordinate with the Office of the Assessor to work according to their schedule. They are involved with motor vehicle pricing and other details that affect pro-rated supplemental motor vehicle bills for vehicles newly registered after October 1, 2020 – those vehicles are billed on January 1, 2022. The Assessor's office relies on the state DMV to supply information to them. All of these factors potentially affect when we will be able to mail our second installment bills. I will keep everybody up to date on our progress.

I have been reporting that our office has been short staffed due to a vacancy in our cashier position, since February 2020 (pre-COVID 19). Our new hire is scheduled to start work on Monday, December 6. We are grateful for the help we received from Personnel and Labor Relations in filling this vacancy, which garnered 270+ applicants when the position was posted. Our hours remain **Monday through Friday, from 8:30 am to 4 pm**. No appointment is needed, and we do not close for lunch. We also continue to offer other payments options, including on line payment, pay-by-phone, and paying by mail.

A separate narrative, for the benefit of newly elected Finance and Claims Committee members, is included in the information provided this month. This narrative describes my monthly interaction with the Committee and our roles in the tax refund process.



CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: December 6, 2021
Re: Narrative for November 2021 Tax Collector's Report

As of the end of November 2021, representing the first five months of the fiscal year, we collected more than \$191.4 million against our \$353.7 million adjusted levy, or **54.11%**. We collected **51.44%** of our sewer use levy, more than \$8.4 million and **82.46%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA.

Compared with the prior fiscal year, we ended the month of November 2021 slightly ahead with regard to taxes (1.19%), but down very slightly with regard to sewer use (-0.89%), and ahead with regard to the IPP fee (8.61%). Again, recall that last year was somewhat of an aberration, since the City gave taxpayers until October 1 to pay what normally is payable by August 1.

With regard to prior years' collections, through the end of November 2021, we show a net collection of in excess of \$3.2 million since July 1, 2021. This amount is more than \$1 million more than what we collected during the first four months of the prior fiscal year, attributable to the tax sale that was held on October 18, 2021. Last month's narrative included more details about the sale. Ultimately, we collected in excess of **\$8.5 million** on behalf of the city since November 2019 on properties originally slated for this tax sale. Our budgeted collection goals for both the fiscal year ending 2021, and the fiscal year ending 2022, are predicated on the infusion of revenue generated by the tax sale. Maintaining high current and back tax collection rates promotes budgetary stability, and allows the Board of Estimate and Taxation to set lower mill rates for all taxpayers. A higher current collection rate enables less of an allowance for "uncollectible" taxes, and correspondingly lower mill rates.

The link to the sale website is here: [City of Norwalk Tax Sale 2021 \(arcgis.com\)](http://City of Norwalk Tax Sale 2021 (arcgis.com))

The second installment tax collection period is already underway. Tax statements for the second installment are at the printer now and will be mailed beginning later this week. The second installment is due January 1, 2022 and payable by February 1, 2022 without interest. It is our practice to mail bills as early as possible in order to allow taxpayers to more effectively budget their money. Many taxpayers prefer to pay their second installment payments prior to the end of the calendar year, and the week between Christmas and New Year's is typically very busy for our division. Our in person office hours remain **Monday through Friday, from 8:30 am to 4 pm**. No appointment is needed, and we do not close for lunch. We also continue to offer other payments options, including on line payment, pay-by-phone, paying by mail, and paying in person at one of ten participating Norwalk bank branches. Our office had been short staffed due to a vacancy in our cashier position since February 2020 (pre-COVID 19). We are happy to report that our new hire started today, December 6. We are grateful for the help we received from Personnel and Labor Relations in filling this vacancy, which garnered 270+ applicants when the position was posted.

A separate narrative, for the benefit of newly elected Finance and Claims Committee members, is included in the information provided this month. This narrative describes my monthly interaction with the Committee, and our roles in the tax refund process.

**TAX COLLECTOR'S REPORT
OCTOBER 2021**

FISCAL YEAR 2021-2022 (2020 GRAND LIST)	ADJ. TAX COLLECTIONS		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 21 - OCT 21				
AUTOMOBILE-REGULAR	\$21,672,160.18	\$18,949,816.84	87.44%	\$21,396,973.17	(\$275,187.01)	88.56%
PERSONAL PROPERTY	\$22,966,731.64	\$12,218,879.45	53.20%	\$23,004,764.00	\$38,032.36	53.11%
REAL ESTATE	\$308,716,745.40	\$159,111,142.73	51.54%	\$305,124,965.32	(\$3,591,780.08)	52.15%
TOTAL TAX	\$353,355,637.22	\$190,279,838.82	53.85%	\$349,526,702.49	(\$3,828,934.73)	54.44%
SEWER USE	\$16,488,685.00	\$8,383,254.57	50.84%	\$16,361,945.00	(\$126,740.00)	51.24%
IPP FEE	\$187,000.00	\$155,428.45	83.12%	\$190,000.00	\$3,000.00	81.80%
FISCAL YEAR 2020-2021 (2019 GRAND LIST)	JUN 20 - OCT 20		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 20 - OCT 20				
AUTOMOBILE-REGULAR	\$20,760,190.24	\$17,202,310.53	82.86%	\$20,547,174.97	(\$213,015.27)	83.72%
PERSONAL PROPERTY	\$20,000,411.00	\$10,159,773.24	50.80%	\$19,993,084.30	(\$7,326.70)	50.82%
REAL ESTATE	\$310,928,205.45	\$155,316,650.61	49.95%	\$309,404,741.20	(\$1,523,464.26)	50.20%
TOTAL TAX	\$351,688,806.70	\$182,678,734.38	51.94%	\$349,945,000.47	(\$1,743,806.23)	52.20%
SEWER USE	\$16,883,967.00	\$8,588,911.34	50.87%	\$16,883,404.89	(\$562.11)	50.87%
IPP FEE	\$200,500.00	\$144,620.06	72.13%	\$201,500.00	\$1,000.00	71.77%
TAX DIFFERENCE 2020 G.L. vs. 2019 G.L. INCREASE/(DECREASE)	\$1,666,830.52	\$7,601,104.44	1.91%	(\$418,297.98)	(\$2,085,128.50)	2.24%
SEWER DIFFERENCE 2020 G.L. vs. 2019 G.L. INCREASE/(DECREASE)	(\$395,282.00)	(\$205,656.17)	-0.03%	(\$521,459.89)	(\$126,177.89)	0.36%
IPP DIFFERENCE 2020 G.L. vs. 2019 G.L. INCREASE/(DECREASE)	(\$13,500.00)	\$10,808.39	10.99%	(\$11,500.00)	\$2,000.00	10.03%
BACK TAXES COLLECTED	FISCAL YR 2021-2022		FISCAL YR 2020-2021		CUR YR vs. PRIOR YR	
	JUL 21 - OCT 21	JUL 20 - OCT 20	INC/DEC			
PRIOR TAXES	\$1,424,537.52	\$1,246,529.55	\$178,007.97			
PRIOR SEWER USE FEE	\$156,842.91	\$75,496.63	\$81,346.28			
PRIOR IPP FEE	\$6,791.12	\$4,257.50	\$2,533.62			
TOTAL PRIOR TAX, SEWER & IPP	\$1,588,171.55	\$1,326,283.68	\$261,887.87			
CURRENT INTEREST	\$323,092.15	\$158,912.54	\$164,179.61			
PRIOR INTEREST	\$837,888.18	\$420,952.02	\$416,936.16			
SEWER USE FEE INTEREST	\$57,245.72	\$20,496.21	\$36,749.51			
IPP FEE INTEREST	\$3,166.96	\$1,423.97	\$1,742.99			
TOTAL INTEREST COLLECTED	\$1,221,393.01	\$601,784.74	\$619,608.27			
PRIOR LIEN FEE	\$9,910.27	\$6,748.36	\$3,161.91			
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00			
TOTAL LIEN FEE COLLECTED	\$9,910.27	\$6,748.36	\$3,161.91			
MISC FEES COLLECTED	\$239,032.64	\$33,947.18	\$205,085.46			
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$3,058,507.47	\$1,968,763.96	\$1,089,743.51			

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

**TAX COLLECTOR'S REPORT
NOVEMBER 2021**

FISCAL YEAR 2021-2022 (2020 GRAND LIST)	ADJ. TAX COLLECTIONS		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 21 - NOV 21				
AUTOMOBILE-REGULAR	\$21,672,160.18	\$19,204,130.03	88.61%	\$21,376,421.54	(\$295,738.64)	88.84%
AUTOMOBILE-SUPPLEMENTAL	\$4,219,965.53	\$5,025.40	0.12%	\$4,213,814.06	\$6,151.57	0.12%
PERSONAL PROPERTY	\$22,966,731.94	\$12,274,610.53	53.45%	\$23,004,918.16	\$38,186.52	53.36%
REAL ESTATE	\$308,716,745.40	\$159,919,675.99	51.80%	\$305,134,224.55	(\$3,582,520.85)	52.41%
TOTAL TAX	\$357,575,602.85	\$191,403,441.95	53.53%	\$353,729,378.31	(\$3,846,224.54)	54.11%
SEWER USE	\$16,488,685.00	\$8,415,638.56	51.04%	\$16,360,994.40	(\$127,690.60)	51.44%
IPP FEE	\$187,000.00	\$156,678.45	83.79%	\$190,000.00	\$3,000.00	82.45%

FISCAL YEAR 2020-2021 (2019 GRAND LIST)	ADJ. TAX COLLECTIONS		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 20 - NOV 20				
AUTOMOBILE-REGULAR	\$20,760,190.24	\$17,920,918.09	86.32%	\$20,503,119.15	(\$257,071.09)	87.41%
AUTOMOBILE-SUPPLEMENTAL	\$2,974,459.75	\$0.00	0.00%	\$2,974,458.75	\$0.00	0.00%
PERSONAL PROPERTY	\$20,000,411.00	\$10,789,786.16	53.95%	\$19,993,084.30	(\$7,326.70)	53.97%
REAL ESTATE	\$310,928,205.46	\$157,812,050.98	50.76%	\$308,981,799.66	(\$1,946,405.80)	51.07%
TOTAL TAX	\$354,663,265.45	\$186,522,755.22	52.59%	\$352,452,461.86	(\$2,210,803.59)	52.92%
SEWER USE	\$16,686,428.00	\$8,677,985.00	52.01%	\$16,565,006.00	(\$101,422.00)	52.32%
IPP FEE	\$203,250.00	\$154,175.76	75.86%	\$208,750.00	\$5,500.00	73.86%

TAX DIFFERENCE 2020 G.L. vs. 2019 G.L.
INCREASE/(DECREASE) \$2,912,337.40 \$4,880,686.73 0.94% \$1,276,916.45 (\$1,635,420.95) 1.19%

SEWER DIFFERENCE 2020 G.L. vs. 2019 G.L.
INCREASE/(DECREASE) (\$197,743.00) (\$252,346.44) -0.97% (\$224,011.60) (\$26,268.60) -0.89%

IPP DIFFERENCE 2020 G.L. vs. 2019 G.L.
INCREASE/(DECREASE) (\$16,250.00) \$2,502.69 7.93% (\$18,750.00) (\$2,500.00) 8.61%

BACK TAXES COLLECTED	FISCAL YR 2020-2021		FISCAL YR 2019-2020		CUR YR vs. PRIOR YR INC/(DEC)
	JUL 21 - NOV 21	JUL 20 - NOV 20	JUL 19 - NOV 19	JUL 18 - NOV 18	
PRIOR TAXES	\$1,502,879.10	\$1,147,387.58	\$355,491.52		
PRIOR SEWER USE FEE	\$160,267.13	\$85,077.41	\$75,189.72		
PRIOR IPP FEE	\$6,791.12	\$5,369.60	\$1,421.52		
TOTAL PRIOR TAX, SEWER & IPP	\$1,669,937.35	\$1,237,834.59	\$432,102.76		
CURRENT INTEREST	\$368,371.94	\$349,239.10	\$9,132.84		
PRIOR INTEREST	\$868,371.57	\$487,769.21	\$380,602.36		
SEWER USE FEE INTEREST	\$58,904.41	\$28,112.83	\$30,791.58		
IPP FEE INTEREST	\$3,256.96	\$2,426.44	\$830.52		
TOTAL INTEREST COLLECTED	\$1,288,904.88	\$867,547.58	\$421,357.30		
PRIOR LIEN FEE	\$10,274.24	\$7,564.36	\$2,709.88		
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00		
TOTAL LIEN FEE COLLECTED	\$10,274.24	\$7,564.36	\$2,709.88		
MISC FEES COLLECTED**	\$250,718.25	\$52,626.51	\$198,091.74		
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$3,219,834.72	\$2,165,573.04	\$1,054,261.68		

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION & SUSPENSE TRANSFERS
** PRIOR & CURRENT FISCAL YEAR INCLUDES TAX SALE AND TITLE SEARCH FEES PROCESSED THRU MUNIS



NORWALK PUBLIC SCHOOLS

125 East Avenue · PO Box 6001

Norwalk, CT 06852-6001

Office: (203) 854-4063

Email: hamilton@norwalkps.org

Thomas Hamilton
Chief Financial Officer

DATE: October 14, 2021

TO: The Members of the Board of Education
Dr. Alexandra Estrella, Superintendent of Schools

FROM: Thomas Hamilton, Chief Financial Officer

RE: Proposed Early Retirement Incentive – Custodial Bargaining Group

Attached please find a proposed early retirement incentive offer with the UPSEU Custodians, Maintenance and Security staff for your consideration. This plan is modeled after the early retirement incentive that the City offered to City employees last year. The offer provides an additional 3 years of pension service credit to the defined benefit pension to which eligible employee would receive. In addition, the ER plan removes the actuarial penalty for those who retire prior to the normal retirement age of 62, and provides that employees between the ages of 55-58 receive the same retiree health coverage as employees between the ages of 59-65 under the current collective bargaining agreement. In order to be eligible, an employee must be at least 55 years old, and have 10 years of service with the District.

We retained the services of the City's pension actuary to estimate the cost of providing this early retirement offer, and analyzed the health insurance cost impact to the District. If all 38 eligible employees accept the offer, the impact on the employer's annual pension contribution is estimated by the actuary at approximately \$150,000 per year. The cost impact on the Board's retiree health insurance costs would be \$215,000 in year 1, \$173,000 in year 2, and 28,000 in year 3. If less than the 38 eligible employees accept the offer, the corresponding costs would be less.

Offsetting these cost increases is the cost savings that the District could realize by contracting out custodial services at additional school buildings. We have run several scenarios, but if roughly ½ of the eligible employees were to accept the offer, we project on-going annual gross savings from contracting out of \$663,000/year. Using these figures, the net savings in year 1 after factoring in the cost of the ER offer itself would be approximately \$300,000 per year.

In addition to Board of Education approval, this Early Retirement Offer must also be approved by the Common Council for the City of Norwalk, because the pension fund in which these employees participate is the City of Norwalk Municipal Employees Pension Fund, and the City exercises control over that pension plan. If approved by all bodies, the retirements would be effective 12/31/2021.

We believe this is a win-win for our hard-working custodians and for the District. We recommend approval.

Potential Custodial Outsourcing of Brien McMahon High School
Savings (Internal Cost vs. Affinco Price Proposal)

Date Prepared: 7/30/21

Head Cust													
Employee #	Job Class	FTE	Reference Salary	Stipend	Longevity	OT	FICA	Health Ins	Life Ins	Workers Comp	Pension	Uniforms	Grand Total
13584	Q124	1.0000	61,721.28	\$ 1,771.00	\$ 630.00	\$ 4,224.35	\$ 5,228.52	\$ 27,179.32	\$ 72.00	\$ 5,775.29	\$ 17,714.01	\$ 295.45	\$ 124,611.21
13616	Q124	1.0000	61,721.28	\$ 1,771.00	\$ 660.00	\$ 1,751.43	\$ 5,041.63	\$ 26,645.29	\$ 72.00	\$ 5,568.86	\$ 17,714.01	\$ 295.45	\$ 121,240.95
13692	Q124	1.0000	56,146.32			\$ 121.01	\$ 4,304.45	\$ 27,658.99	\$ 72.00	\$ 4,754.59	\$ 16,113.99	\$ 295.45	\$ 109,466.80
13921	Q124	1.0000	56,146.32		\$ 630.00	\$ -	\$ 4,343.39	\$ 10,325.92	\$ 72.00	\$ 4,797.60	\$ 16,113.99	\$ 295.45	\$ 92,724.67
13953	Q124	1.0000	56,146.32		\$ 450.00	\$ 2,520.94	\$ 4,522.47	\$ 27,179.32	\$ 72.00	\$ 4,995.41	\$ 16,113.99	\$ 295.45	\$ 112,295.90
14068	Q124	1.0000	61,721.28	\$ 2,831.00	\$ 450.00	\$ 15,507.17	\$ 6,158.97	\$ 27,179.32	\$ 72.00	\$ 6,803.05	\$ 17,714.01	\$ 295.45	\$ 138,732.25
15401	Q124	1.0000	61,721.28	\$ 1,771.00	\$ 480.00	\$ 1,154.55	\$ 4,982.20	\$ 10,325.92	\$ 72.00	\$ 5,503.22	\$ 17,714.01	\$ 295.45	\$ 104,019.63
15403	Q124	1.0000	56,146.32		\$ 450.00	\$ 1,815.07	\$ 4,468.47	\$ 27,179.32	\$ 72.00	\$ 4,935.76	\$ 16,113.99	\$ 295.45	\$ 111,476.39
15730	Q124	1.0000	61,721.28	\$ 2,831.00	\$ 420.00	\$ 4,554.60	\$ 5,318.81	\$ 22,086.63	\$ 72.00	\$ 5,875.02	\$ 17,714.01	\$ 295.45	\$ 120,888.80
16345	Q124	1.0000	56,146.32		\$ 420.00	\$ 2,712.53	\$ 4,534.83	\$ 22,086.63	\$ 72.00	\$ 5,009.06	\$ 16,113.99	\$ 295.45	\$ 107,390.82
16875	Q124	1.0000	56,146.32		\$ 360.00	\$ 21,438.08	\$ 5,962.75	\$ 10,325.92	\$ 72.00	\$ 6,586.30	\$ 16,113.99	\$ 295.45	\$ 117,300.81
16933	Q124	1.0000	61,721.28		\$ 360.00	\$ 11,184.78	\$ 5,604.85	\$ 27,179.32	\$ 72.00	\$ 6,190.98	\$ 17,714.01	\$ 295.45	\$ 130,322.67
18489	Q124	1.0000	56,146.32		\$ 300.00	\$ 10,789.65	\$ 5,143.55	\$ 10,325.92	\$ 72.00	\$ 5,681.44	\$ 16,113.99	\$ 295.45	\$ 104,868.33
18926	Q124	1.0000	56,146.32			\$ 11,162.74	\$ 5,149.14	\$ 10,325.92	\$ 72.00	\$ 5,687.62	\$ 16,113.99	\$ 295.45	\$ 104,953.18
19165	Q124	1.0000	56,146.32			\$ 131.09	\$ 4,305.22	\$ 27,179.32	\$ 72.00	\$ 4,755.44	\$ 16,113.99	\$ 295.45	\$ 108,998.84
19421	Q124	0.5000	28,073.16			\$ 2,964.63	\$ 2,374.39	\$ 27,179.32	\$ 72.00	\$ 2,622.69	\$ -	\$ 295.45	\$ 63,581.64
19675	Q124	0.5000	28,073.16	\$ -	\$ -	\$ 90.75	\$ 2,154.54	\$ -	\$ -	\$ 2,379.85	\$ -	\$ 295.45	\$ 32,993.75
16.00		\$	931,790.88	\$ 10,975.00	\$ 5,610.00	\$ 92,123.37	\$ 79,598.19	\$ 340,362.38	\$ 1,152.00	\$ 87,922.19	\$ 251,309.99	\$ 5,022.65	\$ 1,805,866.65
Total excluding OT & Uniforms \$ 1,708,720.63													
BMHS Outsourcing Proposal \$ 1,045,791.12													
Total Price Proposal \$ 1,045,791.12													
Outsourcing Savings (excluding OT) \$ 662,929.51													
Outsourcing Savings (including OT) \$ 760,075.53													

Pension rates:		Effective 7/1/21	
Defined Benefit		28.7%	If hired before July 1 2012
Defined Contribution		5.0%	If hired as of July 1 2012 and later
-Pension % of annual base pay - Employer Contribution			
-Salary data - Current payroll information pulled from Munis			
-FICA = 7.65% of salary, stipend, Longevity & OT			
-Health ins = employer contribution based on elected plan for 2020-21			
-Life Insurance = \$72 annual pp			
-Workers Comp = based on CT class code 9101 school custodian rate of \$8.45 per \$100 of payroll			
-Uniforms = \$295 annual pp; paid regardless of outsourcing			
-OT based on 2021 actual Munis data (Accumulators report)			



City of Norwalk, CT
2021 Early Retirement Incentive for Custodial Employees

		All Choose ERIP
Number of Employees	35	35
Average Age	63.14	63.14
Average Service	20.17	23.17
	Baseline	Retirement Incentive
Actuarial Accrued Liability (AAL)	7,871,162	11,054,575
Employer Normal Cost	133,353	0
Total Salary	2,073,176	2,073,176
Increase in AAL	N/A	3,183,413
Amortization of Increase	0	280,382
Adjustment for Interest	3,334	7,010
Actuarially Determined Employer Contribution (ADEC)	136,687	287,392
Increase in ADEC for the length of amortization period	N/A	150,705

Assumptions

Discount Rate	6.875%	6.875%
Amortization Increase Rate	1.75%	1.75%
Payroll Growth Assumption	2.50%	2.50%
Amortization Period	16	16
Mortality Table	RP2014/MP2018	RP2014/MP2018

This comprehensive Tentative Agreement includes all proposals previously resolved through the Tentative Agreements documents dated June 16, 2021 and June 30, 2021.

AGREEMENT BETWEEN

THE CITY OF NORWALK

AND

THE NORWALK BOARD OF EDUCATION

AND

UPSEU CUSTODIANS, MAINTENANCE AND SECURITY STAFF

TO MODIFY THE COLLECTIVE
BARGAINING AGREEMENT and CITY OF
NORWALK PENSION PLAN

2021 RETIREMENT INCENTIVE OFFERING

AGREEMENT made this 19 day of October, 2021, between the City of Norwalk, Connecticut (hereinafter the "City"), the Norwalk Board of Education ("Board") and the UPSEU Custodians, Maintenance And Security Staff ("Union"), to offer and establish a Retirement Incentive Offering for individual qualifying members of the Union (hereinafter "Eligible Employees") as is hereinafter provided.

1. This Retirement Incentive Offering shall only become effective and is contingent upon the approval of the Common Council, and shall expire after the window of election, in Section 3 herein, has closed.
2. A period for communication of this agreement to the eligible employees shall commence as of the effective date of this agreement, and shall expire, if not extended by the City, on November 26, 2021. Review briefings between the Eligible Employees and the Department of Human Resources for the Norwalk Board of Education shall be scheduled during this period and completed before November 26, 2021.
3. Eligible Employees must submit an election to participate in writing to the of their intention to participate in the Retirement Incentive Offering on or before November 26, 2021, at 4:00 P.M. At the time of the election to participate in the Retirement Incentive Offering, (and no later than November 26, 2021, at 4:00 P.M.), the Eligible Employee must provide a letter of resignation effective December 31, 2021, which letter shall be revocable only as set forth below. Participants will not be permitted to return to the employment of the Norwalk Board of Education without the specific written permission of the Superintendent. The election to

This comprehensive Tentative Agreement includes all proposals previously resolved through the Tentative Agreements documents dated June 16, 2021 and June 30, 2021.

participate in the Retirement Incentive Offering, and the letter of resignation, must be completed on the attached form, and must be received by the Director of Human Resources for the Norwalk Board of Education no later than November 26, 2021, at 4:00 P.M.

4. The election to participate in the Retirement Incentive Offering, and the letter of resignation, may be revoked, provided such written notice is received by the Director of Human Resources for the Norwalk Board of Education prior to November 26, 2021 at 4 P.M. Such election and resignation shall be irrevocable after that date and time. Revocation of the election or resignation must be made on the attached form.
5. This agreement shall not apply to individuals currently retired.
6. Notwithstanding any contractual restriction(s) in the collective bargaining agreement to the contrary, the City and/or Board shall be permitted to reemploy, in its sole discretion, temporary, seasonal or part time employees to meet its operational needs, including those Eligible Employees who participate in this Retirement Incentive Offering.
7. Notwithstanding Section 8.03(b) of the collective bargaining agreement between the Board and the Union, the Board hereby agrees to extend the same retire health insurance benefits provided for in Section 8.03(a) to employees who elect early retirement under this Agreement and who are between the ages of 55-58.
8. The Norwalk Board of Education may elect to revoke the Retirement Incentive Offering if it determines, in its sole discretion, that the offering of the Retirement Incentive Offering is not in the best interest of the Norwalk Public Schools or if the appropriate City bodies have not given their approval. (By way of example only: the Board may require at least thirty (30) participants in the Retirement Incentive Offering.) The Norwalk Board of Education may revoke the Retirement Incentive Offering at any time before December 20, 2021 5 P.M. With the written agreement of the Union, the Norwalk Board of Education may also amend the Retirement Incentive Offering at any time before December 20, 2021, at 5 P.M. In the event that the Board revokes the Retirement Incentive Offering, letters of resignation provided to the Director of Human Resources for the Norwalk Board of Education pursuant to paragraph 3 will be null and void and will be returned to the Eligible Employee, and the Board will have no obligation to make the Retirement Incentive Offering described above.
9. The City reserves its right to obtain previously unpaid pension contributions from Eligible Employees who have received service credits for time on Workers Compensation leave and who did not make pension contributions for said service credit. Such contributions shall be deducted from any severance payment or final check.

This comprehensive Tentative Agreement includes all proposals previously resolved through the Tentative Agreements documents dated June 16, 2021 and June 30, 2021.

10. The Board reserves the discretionary right to fill, or not fill, any of the positions vacated by Eligible Employees who elect to participate in the Retirement Incentive offer.
11. Pursuant to Section 11.01 of the Norwalk Employee's Pension Plan (the Plan), the Plan is hereby amended to reflect the following Retirement Incentive Offering (the Offer), subject to the conditions contained herein:
 - a) Eligible Employees: Those eligible for this offer shall be those full time employees age 55 and older with a minimum of 10 years of credited pension service, as of July 1, 2021 in the UPSEU, Norwalk Board of Education Custodians, Maintenance and Security Staff bargaining unit.
 - b) Each "Eligible Employee" will be given the opportunity to retire with an additional three (3) years of credited service.
 - c) Notwithstanding Section 5.01 of the Pension Plan, Eligible Employees shall be allowed to retire with up to a maximum of thirty-eight (38) years of credited service.
 - d) The pension amounts for those Eligible Employees, not eligible for "normal" retirement as defined in Article 4 Section 4.02, shall not be reduced by the "early retirement adjustment factors" defined in Article 1 Section 1.09.
 - e) The date of retirement for those electing this Retirement Incentive Offer shall be December 31, 2021.
 - f) Notwithstanding the pension plan provisions to the contrary, the "final salary" for this offering shall mean the eligible employee's base pay as of June 30, 2021. No further adjustments will be made to this salary amount.
 - g) The last day full time of employment for individuals electing this Retirement Incentive Offer shall be December 31, 2021, subject to any limitations outlined herein.
 - h) At the Board's discretion, lump sum payments for eligible accrued payouts provided for in the applicable collective bargaining agreement will be made upon the effective date of the Eligible Employee's resignation.
 - i) The effective date for cost of living adjustment contained in Article 5 Section 5.07 for those retiring under this Offer shall be July, 1, 2022.

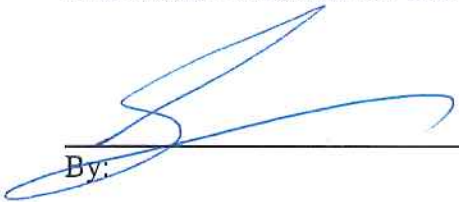
This comprehensive Tentative Agreement includes all proposals previously resolved through the Tentative Agreements documents dated June 16, 2021 and June 30, 2021.

Dated this 19 day of October, 2021 at _____,
Connecticut

CITY OF NORWALK

By:

NORWALK BOARD OF EDUCATION



By:

UPSEU CUSTODIANS, MAINTENANCE & SECURITY STAFF



By:

10000263v2

This comprehensive Tentative Agreement includes all proposals previously resolved through the Tentative Agreements documents dated June 16, 2021 and June 30, 2021.

NORWALK BOARD OF EDUCATION 2021 RETIREMENT INCENTIVE OFFERING

ELECTION AND RESIGNATION FORM

Election Form

I, _____, hereby elect to participate in the Norwalk Board of Education 2021 Retirement Incentive Offering. I understand that this form must be received by the Director of Human Resources for the Norwalk Board of Education by **4 P.M. on November 26, 2021**. I further understand that following **November 26, 2021, at 4 P.M.**, this election will be **IRREVOCABLE**.

Name:

Date:

Resignation Form

I, _____, hereby resign my employment with the Norwalk Public Schools effective November 26, 2021. I am submitting this irrevocable resignation in order to comply with the terms of the Norwalk Board of Education 2021 Retirement Incentive Offering, and I understand that this resignation must be received by the Director of Human Resources for the Norwalk Board of Education by **4 P.M. on November 26, 2021**. I further understand that after **November 26, 2021, at 4 P.M.**, this resignation will be **IRREVOCABLE**.

Name:

Date:

Pursuant to the terms of the Norwalk Board of Education 2021 Retirement Incentive Offering, the above election to participate in the Norwalk Board of Education 2021 Retirement Incentive Offering, and resignation of your employment will be IRREVOCABLE after November 26, 2021. If you choose to revoke your election and resignation, you must do so by that time on the form provided.

This comprehensive Tentative Agreement includes all proposals previously resolved through the Tentative Agreements documents dated June 16, 2021 and June 30, 2021.

NORWALK BOARD OF EDUCATION 2021 RETIREMENT INCENTIVE OFFERING

REVOCATION OF ELECTION AND RESIGNATION FORM

I, _____, hereby REVOKE my election to participate in the Norwalk Board of Education 2021 Retirement Incentive Offering. In addition, I REVOKE my resignation of employment. I understand that this form must be received by the Director of Human Resources for the Norwalk Board of Education by **4 P.M. on November 26, 2021**. I understand that if this revocation is not received by the Director of Human Resources for the Norwalk Board of Education by **November 26, 2021, at 4 P.M.**, this revocation will NOT be accepted.

Name:

Date:

Pursuant to the terms of the Norwalk Board of Education 2021 Retirement Incentive Offering, your election to participate in the Norwalk Board of Education 2021 Retirement Incentive Offering, and resignation of your employment will be IRREVOCABLE after November 26, 2021, at 4 P.M. If you choose to revoke your election and resignation, you must do so by that time on this form.

ADDITIONAL NPS HEALTH INSURANCE COSTS - IF ALL ELIGIBLE BARGAINING GROUP MEMBERS BETWEEN AGES 55-58 ELECT EARLY RETIREMENT OFFER

Emp. #	Age	# of Years to Age 59	Health Coverage	Monthly Rate	Gross Current		District		District		Total Projected Cost to District
					Yearly Cost	Yearly Cost	Yearly Cost - Yr 1	Yearly Cost - Yr 2	Yearly Cost - Yr 3	Yearly Cost - Yr 4	
10999 CUSTODIANS	<u>E</u> 59	1	Family	\$ 3,508.37	\$ 42,100.44	\$ 25,206.42				\$ 25,206.42	
12162 CUSTODIANS	<u>E</u> 59	1	Family	\$ 3,508.37	\$ 42,100.44	\$ 25,206.42				\$ 25,206.42	
13584 CUSTODIANS	<u>E</u> 57	2	Family	\$ 3,508.37	\$ 42,100.44	\$ 25,206.42	\$ 26,466.74				\$ 51,673.16
14556 SECURITY	<u>F</u> 58	2	Employee Only	\$ 1,332.62	\$ 15,991.44	\$ 15,991.44	\$ 16,791.01				\$ 32,782.45
11402 CUSTODIANS	<u>E</u> 57	2	Employee Only	\$ 1,332.62	\$ 15,991.44	\$ 15,991.44	\$ 16,791.01				\$ 32,782.45
18280 CUSTODIANS	<u>F</u> 58	2	Employee Only	\$ 1,332.62	\$ 15,991.44	\$ 15,991.44	\$ 16,791.01				\$ 32,782.45
16156 MAINTENANCE	<u>E</u> 57	2	Family	\$ 3,508.37	\$ 42,100.44	\$ 25,206.42	\$ 26,466.74				\$ 51,673.16
10560 CUSTODIANS	<u>E</u> 58	2	Employee Only	\$ 1,332.62	\$ 15,991.44	\$ 15,991.44	\$ 16,791.01				\$ 32,782.45
14663 TRUCK DRIVERS	<u>E</u> 56	2	Employee +1	\$ 2,868.45	\$ 34,421.40	\$ 25,206.42	\$ 26,466.74				\$ 51,673.16
15730 CUSTODIANS	<u>F</u> 55	3	Employee +1	\$ 2,868.45	\$ 34,421.40	\$ 25,206.42	\$ 26,466.74	\$ 27,790.08			\$ 79,463.24
				\$	\$ 301,210.32	\$ 215,204.28	\$ 173,031.01	\$ 27,790.08	\$ -		\$ 416,025.37



NORWALK PUBLIC SCHOOLS

125 East Avenue · PO Box 6001

Norwalk, CT 06852-6001

Office: (203) 854-4063

Email: hamilton@norwalkps.org

Thomas Hamilton

Chief Financial Officer

MEMORANDUM

DATE: December 7, 2021

TO: Greg Burnett, City Finance Committee Chairman

FROM: Thomas Hamilton, Chief Financial Officer, Board of Education

RE: Final Cost Analysis – Custodial Early Retirement Offer

Attached is the final cost analysis prepared by the City's outside actuaries on the cost of the Custodial Early Retirement Offer to the City pension plan and the City OPEB plan, based on the six employees who elected to participate by the submission deadline.

While this is fewer employees that we had originally thought might participate, even with this reduced number, the District will be able to realize overall financial savings from this ER Offer. As noted in the attached analysis from the actuary, the total projected annual cost to the pension and OPEB plans is \$39,419.

I have also attached our most recent cost analysis from when the District outsourced custodial services at Marvin Elementary School. The District will be able to outsource at least one more elementary school based on the six (6) employees who are electing to accept the early retirement offer. At Marvin, the cost savings were projected at a minimum of \$134,125. Therefore, I would project that the early retirement offer will yield net financial savings of approximately \$100,000/year.

I hope that this information is helpful as you consider the District's ER Offer, which is presently before your Committee. If you need further information, please feel free to reach out to me.

Cc: Dr. Alexandra Estrella, Superintendent of Schools
Colin Hosten, Chair, Board of Education
Lunda Asmani, Incoming CFO
Lisette Colon, HR Director
Henry Dachowitz, City CFO
Ray Burney, City HR Director
Chitsamay Lam, City Comptroller

City of Norwalk, CT
2021 Early Retirement Incentive for Custodial Employees
OPEB Analysis*
Of the 6 who selected the ERIP, only four are eligible for OPEB benefits

	<u>Ages between 59 and 65 as of July 1, 2021</u>		<u>Ages below 59 as of July 1, 2021</u>	
Number of Employees	12	2	11	2
Average Age	61.83		57.35	
Average Service	21.25		22.51	
	Valuation		Valuation	
Actuarial Accrued Liability (AAL)				
Employer Normal Cost	Baseline	Retirement Incentive	Baseline	Retirement Incentive
Total Salary	203,505	337,618	401,902	313,566
Increase in AAL	N/A	134,113	N/A	(88,336)
Amortization of Increase	0	17,517	0	(11,538)
Adjustment for Interest	254	663	203	(113)
Actuarially Determined Employer Contribution (ADEC)	10,408	27,200	8,315	(4,631)
Increase in ADEC for the length of amortization period	N/A	16,792	N/A	(12,946)
Total Estimated Annual Cost for OPEB due to ERIP				3,846

<u>Assumptions</u>				
Discount Rate	6.500%	6.500%	6.500%	6.500%
Amortization Increase Rate	0.00%	0.00%	0.00%	0.00%
Payroll Growth Assumption	2.50%	2.50%	2.50%	2.50%
Amortization Period	10	10	10	10
Mortality Table	RP2014/MP2019	RP2014/MP2019	RP2014/MP2019	RP2014/MP2019

Plan Provisions - Retirees who retire before age 59 are responsible for the full cost of coverage including any covered dependents. If a Retiree retires at age 59 or later, the City pays for the full cost of single medical coverage for Retirees until age 65. Retirees are responsible for the full cost of coverage once age 65. During the period prior to age 65, the City will pay for 50% of the medical coverage cost for any covered dependents.

* Since retirees over age 65 are responsible for the full cost of coverage, there is no impact to OPEB for the 12 actives that are currently over age 65.
 ** 25% (or approximately 3 employees) is an estimate based on current plan provisions.

City of Norwalk, CT

2021 Early Retirement Incentive for Custodial Employees

6 Chose ERIP

Number of Employees	35	
Average Age	63.14	
Average Service	20.17	
	Baseline	Retirement Incentive
Actuarial Accrued Liability (AAL)	7,871,162	8,495,451
Employer Normal Cost	133,353	113,074
Total Salary	2,073,176	2,073,176
Increase in AAL	N/A	624,289
Amortization of Increase	0	54,985
Adjustment for Interest	3,334	4,201
Actuarially Determined Employer Contribution (ADEC)	136,687	172,260
Increase in ADEC for the length of amortization period	N/A	35,573

Assumptions

Discount Rate	6.875%	6.875%
Amortization Increase Rate	1.75%	1.75%
Payroll Growth Assumption	2.50%	2.50%
Amortization Period	16	16
Mortality Table	RP2014/MP2018	RP2014/MP2018

**Custodial Outsourcing of Marvin Elementary School
Savings (Internal Cost vs. Affinco Price Proposal)
Date Prepared: 1/19/21**

Employee #	Last Name	First Name	Job Class	FTE	Head Cust		OT	FICA	Health Ins	Life Ins	Workers Comp	Pension	Uniforms	Allowance	Car	Grand Total
					Reference Salary	Stipend										
13584			Q124	1.00	\$ 61,721.00	\$ 1,771.00	\$ 14,148.00	\$ 5,987.66	\$ 21,174.00	\$ 72.00	\$ 6,613.82	\$ 12,159.04	\$ 295.45	\$ -	-	\$ 124,571.96
16664			Q124	1.00	\$ 56,146.00	\$ -	\$ 3,852.00	\$ 4,619.68	\$ 10,323.00	\$ 72.00	\$ 5,102.79	\$ 11,060.76	\$ 295.45	\$ -	-	\$ 91,861.68
16685			Q124	1.00	\$ 56,146.00	\$ -	\$ 360.00	\$ 4,836.18	\$ 10,323.00	\$ 72.00	\$ 5,341.92	\$ 11,060.76	\$ 295.45	\$ -	-	\$ 95,147.31
16719			Q124	1.00	\$ 56,146.00	\$ -	\$ 360.00	\$ 5,265.34	\$ 22,083.00	\$ 72.00	\$ 5,815.97	\$ 11,060.76	\$ 295.45	\$ -	-	\$ 113,420.52
				4.00	\$ 230,159.00	\$ 1,771.00	\$ 37,034.00	\$ 20,708.86	\$ 63,903.00	\$ 288.00	\$ 22,874.49	\$ 45,341.32	\$ 1,181.82	\$ -	-	\$ 425,001.49

ASSUMPTIONS

- Pension rates: Effective 7/1/20
- Defined Benefit 19.7% If hired before July 1 2012
- Defined Contribution 5.0% If hired as of July 1 2012 and later
- Pension % of annual base pay - Employer Contribution
- Salary data - Current payroll information pulled from Munis
- FICA = 7.65% of salary, stipend, Longevity & OT
- Health Ins = employer contribution based on elected plan estimated for 2020-21
- Life Insurance = \$72 annual pp
- Workers Comp = based on CT class code 9101 school custodian rate of \$8.45 per \$100 of payroll
- Uniforms = \$295 annual pp; paid regardless of outsourcing
- OT based on 2020 actual Munis data (Accumulators report)

Total excluding OT & Uniforms \$ 386,785.67

sales tax on contract?

Marvin Outsourcing Proposal \$ 252,660.93

Total Price Proposal \$ 252,660.93

Outsourcing Savings (excluding OT savings) \$ 134,124.74

Outsourcing Savings (including OT savings) \$ 172,340.56



CITY OF NORWALK
Sharon Conners
Purchasing Agent
sconners@norwalkct.org
P: 203-854-7947 / F: 203-854-7817
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

Dec. 2, 2021

To: Finance Committee of the Common Council and
Common Council

From: Sharon Conners
Purchasing Agent 

Subject: RECIND AND NEW ACTION
Re: COPIER MANAGEMENT SERVICES-Amendment One (1) to Master
Agreement – TGI Office Automation

On May 25th 2021, the Common Council approved the following action for the Copier Management Services:

7. Authorize the Mayor to execute Amendment one (1) to the Master Lease Agreement for Office Copiers with TGI Office Automation to execute a four (4) year extension to this master agreement for a total amount not to exceed \$268,505.21. **AUTHORIZED**

As we proceeded with finalizing the new fleet listing and preparation of the contract, the original action only included the estimated monthly cost of the equipment. It did not include the estimated volume of the click charges.

Attached is the updated Exhibit D. At this time, I would like to request the Common Council to rescind the previous action and approve the following new action.

Thank you for your review and consideration.

ACTION REQUESTED:

- a. **RECIND** Common Action of May 25th 2021 Item #B.4 which authorized the execution of a contract with TGI Office Automation to execute a four (4) year extension on the master agreement

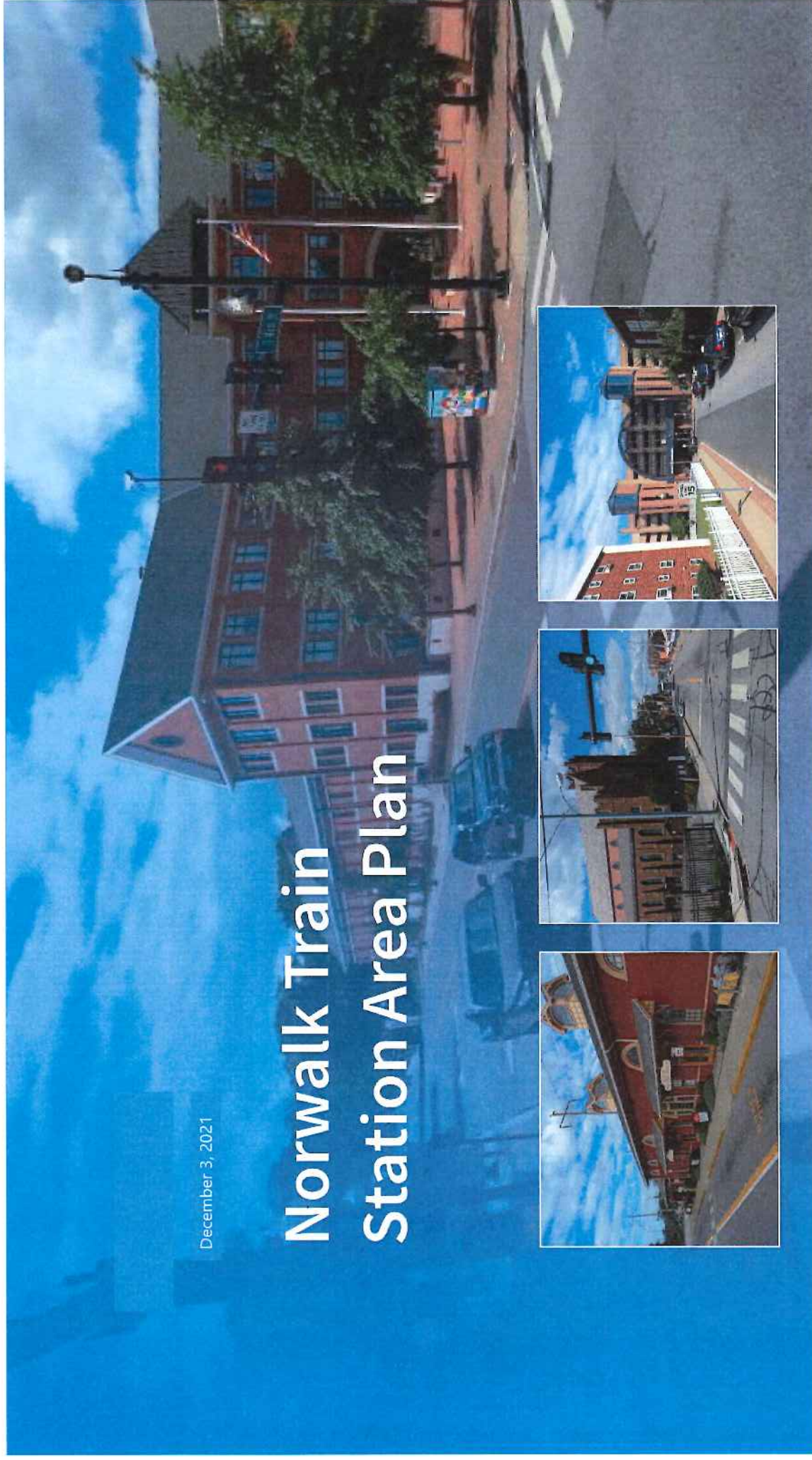
NEW ACTION:

- b. Authorize the Mayor to execute Amendment one (1) to the Master Lease Agreement for Office Copiers with TGI Office Automation to execute a four (4) year extension to this master agreement for a total amount not to exceed \$423,166.56.**

Account Various

December 3, 2021

Norwalk Train Station Area Plan



Overview

- Department of Community and Development Grants
 - Innovation Grant
 - Community Challenge Grant
- General Study Area & Vision
- Proposed Grant Application
- Resolution

Innovation Grant

Department of Economic and Community Development

Summary:

The Department of Economic and Community Development (“DECD”) is undertaking a competitive grant application process for two or more transformational, place-making projects in major urban areas or regional economic centers (the “Projects”). The Projects are designed to facilitate the creation of at least 15,000 new jobs in data science, advanced manufacturing, insurance technology (“insure-tech”), or other high-growth industries.

Approved Projects may include those which:

- Leverage partnerships with local businesses, universities, and not-for-profit institutions to maximize investment;
- Attract and develop talent in major urban centers or regional job hubs;
- Support diversity, equity, and inclusion efforts; and
- Ensure local improvements through community benefit agreements DECD invites municipalities to submit an application in conjunction and coordination with stakeholders that may include private businesses and developers, post-secondary educational institutions, and philanthropic or other not-for-profit entities, demonstrating a public/private partnership.

Innovation Grant

Department of Economic and Community Development

Grant Size:

Up to \$50M per project and up to \$100M in total.

Timeline:

Monday, Oct 18 2021	Application/ NOFA Available
Friday, November 19 2021	Intent to Apply Form
Friday, March 4, 2022	Application Deadline
April – May 2022 (Tentative)	Announcement of Awards

Community Challenge Grant

Department of Economic and Community Development

Summary:

The Department of Economic and Community Development (“DECD”) is undertaking a competitive grant application process to fund multiple projects under the CT Communities Challenge Grant Program in an effort to improve livability, vibrancy, convenience and appeal of communities throughout the state. The Program is intended to potentially create approximately 3,000 new jobs. It is DECD’s goal to allocate up to 50% of the funds to eligible and competitive projects in distressed municipalities.

Successful projects will likely include multiple of the below elements:

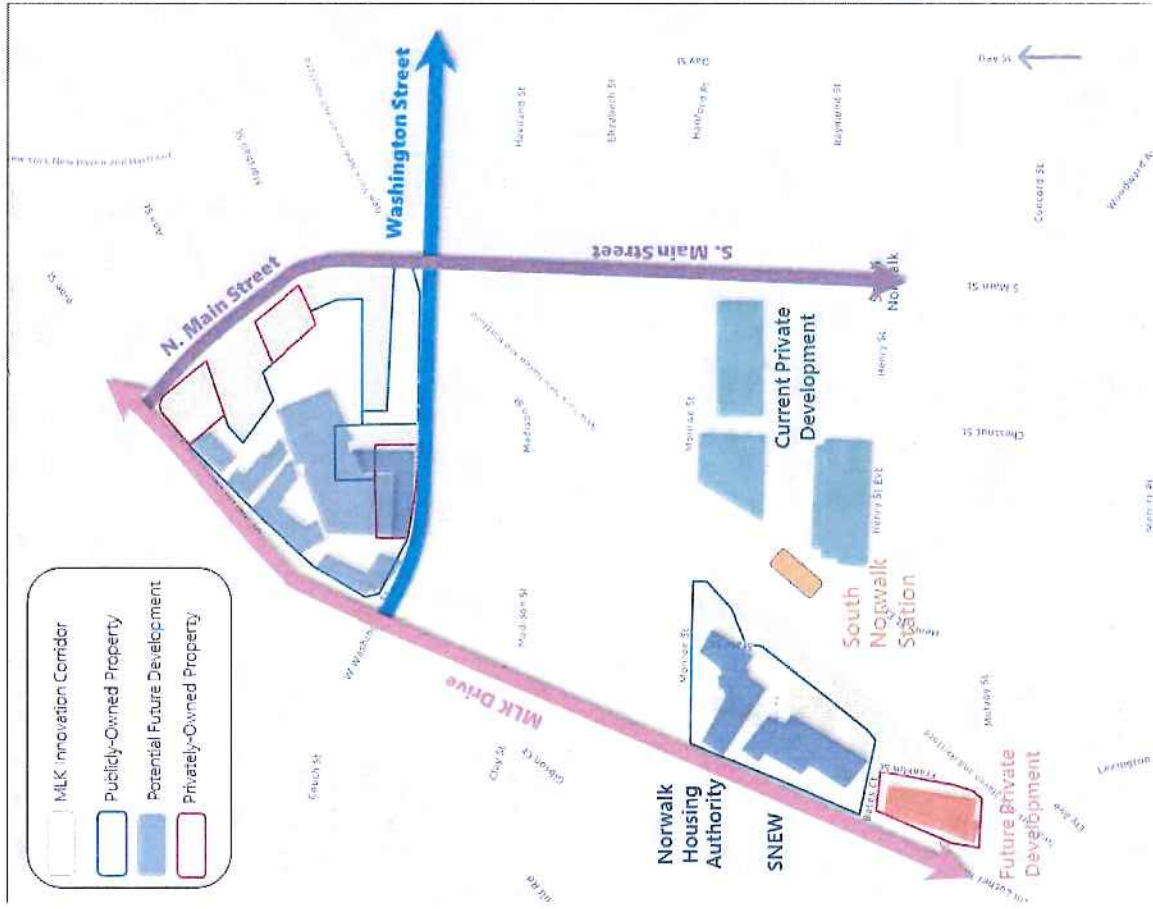
- Transit-oriented development
- Downtown / major hub development
- Essential infrastructure
- Housing
- Mobility improvements
- Public space improvements

Community Challenge Grant

Department of Economic and Community Development

Grant Size:
\$1M to \$10M per project.

Timeline:	Monday, Oct 18 2021	Application/ NOFA Available
	Friday, Dec 3, 2021	Intent to Apply Form
	Friday, Jan 14, 2022	Application Deadline
	March- April 2022 (Tentative)	Announcement of Awards



General Study Area & Vision:

- Finalizing Station Area Plan
- Public Property redevelopment (~\$250m - 300m development potential)
- Developed Scope and Budget for supportive Infrastructure Improvements
- Extensive Community Outreach & Workforce Development Focus
- Issued RFQ for Preferred Developer of Webster Lot

Proposed Grant Application

Total Project Value:	~ \$11.7M
Proposed Grant Request:	~ \$5.8M
Anticipated Match:	~ \$3.9M

Proposed Project Description:

The proposed project calls for a series of improvements to public infrastructure in the station area. Improvements include repaving, repairing, and restriping roadways; bringing sidewalks up to city design standards for pavement, curbs, tree planters, pedestrian-scale lighting, and ADA compliance; undergrounding overhead power lines and cables; and installing multimodal transportation facilities and Complete Streets improvements including bus shelters, dedicated bike lanes, high visibility crosswalks, and narrowed and reduced travel lanes. The streets identified to receive these improvements include Dr. Martin Luther King Jr. Drive, Bates Court, Station Place, and Monroe, Henry, Mulvoy, and Franklin Streets. The project will also include a significant \$1 million investment to improve affordable housing across the street from the station to enhance the livability of accommodations for low-income households in the area.

Resolution

RESOLUTION: Authorize the Mayor, Harry W. Rilling, to support a Community Challenge Grant application submission, including a local funding letter supporting a fifty percent match, should the funds be awarded, to the State of Connecticut Department of Economic and Community Development in support of the South Norwalk Train Station project.