

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

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting(s):

October 11, 2016

October 25, 2016

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

Manny Langella, Fair Rent

REAPPOINTMENTS:

Daisy Franklin, Human Relations
Thomas Mahoney, Human Relations
Julius A. Gamble, Human Relations
Peter Halladay, Human Relations
Karen Tobin, Human Relations
John Church, Fair Rent
Jeannette Jean-Pierre, Fair Rent
Fran Collier-Clemmons, Fair Rent
Patricia Genuario, Fair Rent
Enrique Santiago, Fair Rent

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

- A. GENERAL COUNCIL BUSINESS:**

RESIGNATIONS AND APPOINTMENTS
- B. CONSENT CALENDAR**

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE, PUBLIC SAFETY

1. Authorize the Purchasing Agent to issue a sole source purchase order to Seraphin, a division of Pemberton Fabricators Inc., for a fully enclosed Seraphin low profile slip on testing trailer in the amount of \$36,100.00. Account #s 0120-20-5262 and 16-1343-5414.

B. LAND USE & BUILDING MANAGEMENT

- 1a. Authorize the Mayor, Harry W. Rilling, to execute a Quit Claims Deed with Carver Foundation, Inc to release the City's rights (if any) over the Carver Center building structure located at 7 Academy Street.
- 1b. Authorize the Mayor, Harry W. Rilling, to amend the existing land lease agreement (dated December 4, 1973) with Carver Foundation, Inc. for the Carver Center to include: a) City owned properties identified as District 1, Block 25 Lots 16A, 17 & 18, to be used as recreation facilities and shall be maintained/repaired/improved by the Carver Foundation; and b) in the event the lease is terminated, Carver Foundation would offer the City the Rights of First Refusal in favor of the City for their property identified as D1, B25, L19.
2. Authorize the Purchasing Agent to issue a purchase order to D'agostino & Associates to provide design services for security improvements at 19 school locations for a total amount not to exceed \$30,000. Account #0915-5010-5777-CO260.

3. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary for the sale of City Property located at the corner of Dr. Martin Luther King Jr. Drive and Lowe Street (portion of District 2, Block 53, Lot 5, approximately 0.23 acre) to Metropolitan Realty Associates, LLC for the amount of \$35,900.

C. PUBLIC WORKS

1. Approve the Necessity for the for the abandonment/discontinuance of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0), identified as Parcel X-1 consisting of 92± Sq. Ft. on a map on file in the Department of Public Works entitled "Property Survey Depicting Street Line Revision & Extinguishment of Easement at 13 Day Street, Prepared For Trinity Washington Village Limited Partnership and The Norwalk Housing Authority, Norwalk, Connecticut," dated September 12, 2016 and appoint Freeholders.
2. Schedule a Public Hearing to hear the Freeholder's Report and any Public comment on said Report for the abandonment/discontinuance of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0), identified as Parcel X-1 consisting of 92± Sq. Ft. on a map on file in the Department of Public Works entitled "Property Survey Depicting Street Line Revision & Extinguishment of Easement at 13 Day Street, Prepared For Trinity Washington Village Limited Partnership and The Norwalk Housing Authority, Norwalk, Connecticut," dated September 12, 2016. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the acceptance of such report, determine if the Freeholder's Report is in the best interests of the City and to take such action on said report that the committee may deem advisable. The Public Hearing is scheduled for Tuesday, December 6, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.
3. Authorize the Director of Public Works to execute orders on Contract with FGB Construction for Project No. PM2016-1 Pavement Management Program, for a sum not to exceed \$850,000.

Account No. 0916 4021 5777 C0021
0917 4021 5777 C0021

4. Authorize the Mayor, Harry W. Rilling to execute an Amendment with Deering Construction Company for Project No. RD2016-1 Concrete Curbs and Sidewalks at Various Locations, for a sum not to exceed \$320,000.

Account No. 0917 4021 5777 C0318

5. Authorize the Mayor, Harry W. Rilling to enter an Agreement with Environmental Partners Group, Inc. for a total sum not to exceed \$7,500, to provide professional engineering services related to MS4 Permit Gap Analysis and Mock Audit.

Account No. 0916 4027 5777 C0425

6. Authorize the Mayor, Harry W. Rilling to execute a three year Agreement with the F.A. Bartlett Tree Expert Company per RFP#3708 for Tree Removal / Trimming Services not to exceed \$49,000 for fiscal year 2016/17; \$100,000 for fiscal year 2017/18; and \$100,000 for fiscal year 2018/19 per year.

Account No. 0140 29 5298
0160 31 5298 (Recreation & Parks)

- IX. MOTIONS POSTPONED TO A SPECIFIC DATE
- X. SUSPENSION OF RULES
- XI. ADJOURNMENT

APPOINTMENTS

FAIR RENT COMMISSION

M/C

NWLK CHARTER § 39

MANNY LANGELLA (D)
42-50 S. Main St., Apt. 104
Norwalk, CT 06854

Term expires: 7/1/2019

RE-APPOINTMENTS

HUMAN RELATIONS COMMISSION

M/C

NWLK CHARTER § 60-3

DAISY FRANKLIN (D)
82 South Main St., Apt. 2
Norwalk, CT 06854

Term expires: 9/1/2018

THOMAS MAHONEY (U)
20 Granite Drive
Norwalk, CT 06851

Term expires: 9/1/2018

JULIUS A. GAMEBLE (D)
8 Bonnybrook Trail
Norwalk, CT 06850

Term expires: 9/1/2019

PETER HALLADAY (R)
52 Glenrock
Norwalk, CT 06850

Term expires: 9/1/2019

KAREN TOBIN (R)
16 Lorena St.
Norwalk, CT 06854

Term expires: 9/1/2019

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**NOVEMBER 8, 2016
COUNCIL CHAMBERS**

FAIR RENT COMMISSION

M/C

NWLK CHARTER § 39

JOHN CHURCH (U)
17 Staples Court
Norwalk, CT 06855

Term expires: 7/1/2018

JEANETTE JEAN-PIERRE (U)
221 Flax Hill Rd.
Norwalk, CT 06854

Term expires: 7/1/2018

FRAN COLLIER-CLEMMONS (D)
19 Adamson Ave.
Norwalk, CT 06854

Term expires: 7/1/2019

PATRICIA GENUARIO (R)
6 Morningside Place
Norwalk, CT 06854

Term expires: 7/1/2019

ENRIQUE SANTIAGO (R)
12 Adamson Ave.
Norwalk, CT 06854

Term expires: 7/1/2019

**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.**

CALL TO ORDER

Mayor Rilling called the meeting to order at 5:10 p.m. and led the assembly with the pledge of allegiance.

City Clerk King read the notice that this meeting is being video taped and audio recorded for public broadcast, and assisted listening devices are available.

I. ROLL CALL

City Clerk King called the roll. The following Council Members were present:

Council at Large:	Mr. Richard Bonenfant	
	Mr. Michael Corsello	
	Mr. Bruce Kimmel, Council President	
District A:	Ms. Eloisa Melendez	Mr. Steve Serasis
District B:		
District C:	Mr. John Kydes	Ms. Michelle Maggio
District D:	Mr. Michael DePalma	
District E:	Mr. Thomas Livingston	Mr. John Igneri

Mayor Harry Rilling; Attorney Mario Coppola, Corporation Counsel; Donna King, City Clerk; 12 present. Absent: F. Bowman, T. Simms, N. Sacchinelli

II. ACCEPTANCE OF MINUTES - Regular Meeting -- September 13, 2106

- ** MR. LIVINGSTON MOVED TO APPROVE THE MINUTES FROM THE MEETING OF SEPTEMBER 13, 2016 AS SUBMITTED.**
- ** THE MOTION PASSED WITH TEN VOTES IN FAVOR, NONE OPPOSED AND TWO ABSTENTIONS (CORSELLO, DEPALMA).**

PUBLIC PARTICIPATION

1. Karen Doyle Lyons spoke in favor of the item to approve the pay scale for the Registrar of Voters. She noted that she is grateful to have this come to the Council after an embarrassing history of low salaries and inappropriate comparisons to Danbury where the circumstances and workloads are not comparable. She thanked the Council and noted that she appreciates their consideration.

Public Participation – continued

2. Stuart Wells spoke in favor item VII G1 on the agenda to approve the Section G of the pay scale for the Registrar of Voters. He said he wanted to echo comments made on inappropriate comparisons to Danbury where the circumstances and workloads are not comparable

Mayor Rilling asked if there was anyone who wished to speak and hearing none, closed the public participation portion of the meeting at 5:20 p.m.

MAYOR:

RESIGNATIONS/APPOINTMENTS/REAPPOINTMENTS:

Vincent R. Hough, Oak Hills Park Authority

Mr. DePalma spoke in support of Mr. Hough based on his resume and background.

- ** MR. DEPALMA MOVED TO APPROVE THE APPOINTMENT OF
VINCENT R. HOUGH TO THE OAK HILLS PARK AUTHORITY WITH A
TERM TO EXIRE JUNE 24, 2018.
** MOTION PASSED UNANIMOUSLY.**

City Clerk King administered the oath of office and Mr. Hough was sworn in to this appointment and acknowledged by the assembly.

MAYOR'S REMARKS

Mayor Rilling noted the following upcoming events:

October 11, 2016 is Yom Kippur, the Day of Atonement for the Jewish faith.

Mayor Rilling wished those who observe an easy fast.

October 13, the Pearl, Washington Street will have a grand opening/ribbon cutting ceremony.

October 15, is the 2nd annual SoNo Half Marathon will kick off at 9:00 am in Veteran's Park.

October 29 is the 'Let's Talk @ SoNo' lecture series at the South Norwalk Library

COUNCIL PRESIDENT

CONSENT CALENDAR

Mr. Kimmel asked Mr. DePalma to present the consent calendar, which was read as follows:

**** MR. KIMMEL MOVED THE CONSENT CALENDAR AS PRESENTED WITH ITEMS AS FOLLOWS:**

V.A.1, VILA.1, VIIA.2, VIIA.3, VII.B.1a, VII.B.1b, VII.B.2, VII.B.3, VII.B.4, VII.B.5, VII.B.6; VII.C.1, VILD.1, VILD.2, VII.E.1a, VII.E.1b; VII.F.4, VII.F.5, VII.F.6, VII.F.7, VII.G.

Consent Calendar items:

Items on the Consent Calendar are in bold as follows:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

Corporation Counsel

- 1. Appointment of Brian Candela as Assistant Corporation Counsel.**

VII. COMMON COUNCIL COMMITTEES

A. FINANCE COMMITTEE

- 1. Accept and Approve the Report of the Claims Committee Dated: August 10, 2016 and September 15, 2016**
- 2. For informational purposes only: Narrative on Tax Collections dated September 8, 2016.**
- 3. For informational purposes only: Monthly Tax Collector's Reports Dated July 31, 2016 and August 31, 2016.**

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Norwalk Hospital Foundation for a Walk & Run to be held Saturday, April 29, 2017 from 6:00 AM - 12:00 Noon. Estimated attendance 2,000.**
- 1b. Approve the use of the Show Mobile by the Norwalk Hospital Foundation for the Walk & Run to be held Saturday, April 29, 2017.**
- 2. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the Silvermine PTO for the use of Silvermine School grounds for a Fall Festival to be held Saturday, October 22, 2016 from 11 :00 AM - 3:00 PM. Set up to take place Saturday, October 22, 2016 with tear down no later than 5:00 PM on Saturday, October 22, 2016. Estimated attendance 150+.**

Continued -- next page

CONSENT CALENDAR – Continued

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE---continued

3. Approve the use of the Cranbury Park Pavilion I and immediate surrounding grounds by NAA Babe Ruth Girls Softball for an end of season picnic to be held Saturday, June 17, 2017 from 8:00 AM - 5:30 PM. Estimated attendance 250.

4. Approve the use of the Shea McGrath Sports Complex at Norwalk High School for MBI Marching Band Inc. for their U.S. Bands Home Show to be held Saturday, October 15, 2016 from 7:00 AM -10:00 PM. Estimated attendance 1,500.

5. Approve the use of the Shea McGrath Sports Complex at Norwalk High School for the Mac Championship to be held Saturday, October 22, 2016 from 7:00 AM - 10:00 PM. Estimated attendance 1,500.

6. Authorize the Purchasing Director to Issue a purchase order to Stantec Consulting Service Inc. for construction administration for Turf Field Conversion at Brien McMahon High School for an amount not to exceed \$18,500.00. Account #09176030-5777-C0568.

C. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. Authorize Combined Dispatch (NPD) to enter a contract with the low bidder A&R Electric Company to purchase and install a standby generator and connect it to a gas line currently at West Rocks Middle School for an amount not to exceed \$34,500. Account Number: 09153610-5777-C0517

D. PLANNING COMMITTEE

1. Approve the Financial Assistance Proposal for Waypointe Development - Phase II with DECO for public infrastructure improvements for a total cost of \$3,000,000.

2. Authorize the Mayor, Harry Rilling, to execute the Financial Assistance Proposal and all documents necessary to fully execute an Assistance Agreement with DECO for public infrastructure improvements for a total cost of \$3,000,000.

E. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Scholar Painting, LLC for the Belden Main Library Exterior Wood Fayade Restoration Project for a total not to exceed \$43,320. Funds available from account #'s 0915 7100 5777 C0543 and No. 0916 7100 5777 C0133.

1b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$8,000.00.

CONSENT CALENDAR -- Continued

F. PUBLIC WORKS COMMITTEE

4. Authorize the Director of Public Works to execute Change Orders with Deering Construction, Inc, for Project PM2015-1 Pavement Management Program, for a sum not to exceed \$390,000.00. Account Numbers: 0916 50105777 C0516 Board of Education Account 091750105777 C0516 Board of Education Account.

5. Authorize the Mayor to execute a Temporary Access Easement Construction Easement at 1 Monroe Street with the State of Connecticut Department of Transportation for State Project #301-072 in accordance with the map on file with the City of Norwalk Department of Public Works subject to construction of an approximate 10-space parking lot at an adjoining location at no cost to the City of Norwalk.

6. Authorize the Mayor, Harry W, Rilling, to execute any and all necessary or desired documents in connection with the finalization of the discontinuance and release of the City's interests in the existing 15 foot Storm Sewer Easement located on 13 Day Street (Tax Lot 2-58-46-0) as depicted on a map on file in the Department of Public Works dated September 12, 2016, including a general release to release any interests that the City may have in the Easement.

7. Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0) as depicted on a map on file in the Department of Public Works dated September 12, 2016, The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the Committee may deem advisable. The Public Hearing is scheduled for Tuesday, November 1, 2016 at 7:00 p.m. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

G. PERSONNEL COMMITTEE

1. Approve modification to Section G of the Pay Plan which will affect the salary of the Registrar of Voters.

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

COUNCIL PRESIDENT – continued

Mr. Kimmel asked Mario Coppola to introduce Brian Candela as Assistant Corporation Counsel, who was appointed .

Attorney Coppola stated that the Assistant Corporation Counsel position had been opened for a while and many individuals were interviewed until they felt the right candidate was selected. He reviewed Brian Candela's background and asked him to come forward to greet the Council.

Attorney Candela came forward thanked the Council for the appointment and stated that he looks forward to working with everyone.

Items deliberated on the Council floor:

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

A. CORPORATION COUNSEL

Authorize the Corporation Counsel to retain the law firm of Halloran & Sage LLP to provide legal counsel to the City regarding issues pertaining to the CT Department of Transportation's plans to reconstruct the Walk Bridge and ancillary Issues.

Mr. Kimmel stated that this item would be for discussion only in Executive Session.

- ** MR. IGNERI MOVED TO ENTER INTO EXECUTIVE SESSION FOR PURPOSES OF DISCUSSION OF ITEM V. A2.**
- ** MOTION PASSED UNANIMOUSLY.**

The Council entered into Executive Session at 5:30 p.m. and reconvened into public session at 5:55 p.m. There was no action taken.

**It was noted that Councilman Corsello left the meeting following the Executive Session.*

- ** MR. KIMMEL MOVED TO AUTHORIZE THE CORPORATION COUNSEL TO RETAIN THE LAW FIRM OF HALLORAN & SAGE LLP TO PROVIDE LEGAL COUNSEL TO THE CITY REGARDING ISSUES PERTAINING TO THE CT DEPARTMENT OF TRANSPORTATION'S PLANS TO RECONSTRUCT THE WALK BRIDGE AND ANCILLARY ISSUES.**
- ** MOTION PASSED UNANIMOUSLY.**

F. PUBLIC WORKS COMMITTEE

***Mr. Ignieri moved the following items for discussion together as one.**

PUBLIC WORKS COMMITTEE

1. Approve the discontinuance and abandonment of a portion of Bates Court as depicted on a map on file in the Department of Public Works for a fee of \$14,400.00 subject to a General Utility Easement.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary or desired documents in connection with the finalization of the discontinuance and release of the City's interests in the discontinued roadway, including a general release to release any interests that the City may have in the property comprising the abandoned portion of Bates Court as depicted on a map on file in the Department of Public Works for a fee of \$14,400.00.

Mr. Igneri stated that he has had discussions with Metro North and feels that these items should move forward to avoid delays with the completion of the project.

Mr. Bonenfant asked for clarification on the location of the easement, and expressed concern that with another piece of land out for proposals it would diminish the value for another RFP.

Mr. DiScala came forward to field questions and comments. Mr. Bonenfant suggested that approval of this item be delayed until future action is required, and the items can be put together and combined as one approval.

**** MR. BONENFANT MOVED TO TABLE THE ITEM UNTIL THE ITEM CAN BE COMBINED WITH OTHER ACTION ITEMS ON THIS LOCATION CAN BE VOTED ON AS ONE ACTION.**

Mayor Rilling noted that a motion to table was not debatable. Mr. Kimmel requested a roll call vote.

**** MOTION TO TABLE FAILED WITH FOUR VOTES IN FAVOR (BONENFANT, HEMPSTEAD, MAGGIO, O'TOOLE-GIANDURCO), SEVEN OPPOSED (DEPALMA, IGNERI, KIMMEL, KYDES, LIVINGSTON, MELENDEZ SERASSIS).**

There was further discussion of the item and Mr. Hempstead asked about the access to the parcel.

Mr. Allan Weber came forward with Michael DiScala and explained the clause not in the contract to buy a small sliver not the parcel in its entirety. He reviewed the topography is the next phase and described the property as a rock cliff with no value and no access from Lowe St.

Ms. Diane Beltz Jacobsen further explained the land is not land locking or making the other property unusable, and the condition that all three happen together as a reverter clause. Attorney Coppola defined the term discontinuance as abandonment and referred to the supporting documents.

VII. F. PUBLIC WORKS – Continued

(Mr. Igneri had moved the following items together as one.)

**** MR. IGNERI MOVED TO APPROVE THE DISCONTINUANCE AND ABANDONMENT OF A PORTION OF BATES COURT AS DEPICTED ON A MAP ON FILE IN THE DEPARTMENT OF PUBLIC WORKS FOR A FEE OF \$14,400.00 SUBJECT TO A GENERAL UTILITY EASEMENT.**

AND TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL NECESSARY OR DESIRED DOCUMENTS IN CONNECTION WITH THE FINALIZATION OF THE DISCONTINUANCE AND RELEASE OF THE CITY'S INTERESTS IN THE DISCONTINUED ROADWAY, INCLUDING A GENERAL RELEASE TO RELEASE ANY INTERESTS THAT THE CITY MAY HAVE IN THE PROPERTY COMPRISING THE ABANDONED PORTION OF BATES COURT AS DEPICTED ON A MAP ON FILE IN THE DEPARTMENT OF PUBLIC WORKS FOR A FEE OF \$14,400.00.

**** MOTION PASSED WITH NINE VOTES IN FAVOR (DEPALMA, HEMPSTEAD, IGNERI, KIMMEL, KYDES, LIVINGSTON, MELENDEZ, O'TOOLE-GLANDURCO, SERASSIS); 2 OPPOSED (BONENFANT, MAGGIO); AND NO ABSTENTIONS.**

*It was noted that Council President Kimmel left the meeting at 6:20 p.m.

3. RESOLVED that the Honorable Mayor Harry W. Rilling is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Right-of-Way Projects" with the State of Connecticut in accordance with letter dated June 27, 2014.

Mr. Igneri moved the item for discussion and stated that as vetted through Committee this is recommended for authorization. .

Mr. Hempstead asked for a point of order and noted that the reason for the Special Meeting and moving up of the meeting time was in consideration of religious practice of being home by sunset. He suggested that the item be tabled in view of the time and the departure of Council members that had to leave to comply with the above stated religious practice.

**** MR. SERASSIS MOVED TO TABLE ITEM VII F3, AUTHORIZATION OF THE MASTER MUNICIPAL AGREEMENT FOR RIGHT-OF-WAY PROJECTS, UNTIL THE MEETING OF OCTOBER 25, 2016.**

**** MOTION TO TABLE THE ITEM PASSED UNANIMOUSLY.**

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**OCTOBER 11, 2016
REGULAR MEETING MINUTES**

VIII. RESOLUTIONS FROM COMMON COUNCIL – none

IX. MOTIONS POSTPONED TO A SPECIFIC DATE - none

X. SUSPENSION OF RULES -- none

XI. ADJOURNMENT

**** MR. HEMPSTEAD MOVED TO ADJOURN.
** MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 6:25 p.m.

Respectfully submitted,
M. Knox;
Telesco Secretarial Services

ATTEST _____
Donna King, City Clerk Date:

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

CALL TO ORDER

Mayor Rilling called the meeting to order at 7:32 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Ms. King read the notice that this meeting was being videotaped and audio recorded for public broadcast and that assisted listening devices were available.

I. ROLL CALL

Ms. King called the Roll. The following Common Council members were present:

Council at Large:	Richard Bonenfant	
	Michael Corsello	
	Bruce Kimmel	
	Nicholas Sacchinelli	
District A:	Eloisa Melendez	Steven Serasis
District B:	Phaedrel Bowman	Travis Simms
District C:	John Kydes	
District D:	Shannon O'Toole Giandurco	
District E:	John Igneri	Thomas Livingston

Thirteen (13) Common Council members were present and two (2) were absent (Ms. Maggio and Mr. DePalma).

Also present: Mayor Harry Rilling; Attorney Mario Coppola; City Clerk, Donna King

II. ACCEPTANCE OF MINUTES

Regular Meeting(s):

October 11, 2016

- ** MR. HEMPSTEAD MOVED TO TABLE THE MINUTES TO THE NEXT MEETING FOR CLARIFICATION**
- ** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted.

Mr. Stuart Wells, West Norwalk Road, spoke in support of the new pay scale for poll workers and for the part time office workers in the Registrar of Voters department. He noted that they had 7,670 new voters and made 7,000 changes within the last month. Mr. Wells added that there was a 40% turnover in voter rolls over the last year. He said that the department works very hard.

Ms. Karen Doyle Lyons, Spring Hill Avenue, spoke in support of the new pay scale for poll workers and for the part time office workers in the Registrar of Voters department. She said that the department handles a great deal of legal documents each day; they process 200 documents per day. The Poll workers have not had an increase since 2008. Ms. Doyle Lyons said that she hoped the Common Council would consider the increase for the people who work for our democracy.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

Torgny Astrom, Planning Commission

Mayor Rilling announced that he will regretfully accept Mr. Astrom's resignation. Mr. Hempstead said that he publicly wanted to thank Mr. Astrom and express his appreciation for his years of service to the community.

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

Mayor Rilling announced that the 2016 Nationalization ceremony took place at Lockwood Mathews Mansion where people from 13 different countries were welcomed. After the ceremony, three people came to City Hall to register to vote.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**OCTOBER 25, 2016
REGULAR MEETING**

Ms. Maggio joined the meeting at 7:42 p.m.

The Board of Education will hold a discussion about the school master plan at Nathaniel Ely School.

The Norwalk Housing Authority will hold a fundraiser on Thursday at Skyzone.

The last day to register to vote is on November 1st. The Town Clerk's office will be open on November 5th from 9:00 a.m. to 1:00 p.m. to accept absentee ballots.

Flu vaccines are available at the Health Department.

An announcement will be coming shortly about the date and location of the 2017 Mayor's Ball.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Kimmel noted that the budget season has already begun. He asked that committees with significant requests add that to their agendas so they can discuss the requests.

RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR

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

**BOARD OF ESTIMATE AND TAXATION
6A1;6B2**

**HEALTH, WELFARE AND PUBLIC SAFETY
7A1;7A2;7A3**

**PERSONNEL COMMITTEE
7B1
7B2**

**FINANCE COMMITTEE
7C1; 7C2; 7C3; 7C5; 7C6; 7C7**

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. BOARD OF ESTIMATE & TAXATION

- 1. RESOLVED, THAT A \$15,490 SPECIAL APPROPRIATION BE MADE TO INCREASE THE BUDGETS FOR BOTH POLICE OVERTIME EXPENSE AND POLICE STATE REIMBURSEMENT REVENUE FOR PAYMENTS RECEIVED IN AUGUST OF 2016.**
- 2. RESOLVED, THAT A \$28,108 SPECIAL APPROPRIATION BE MADE TO INCREASE THE BUDGETS FOR BOTH POLICE OVERTIME EXPENSE AND POLICE FEDERAL REIMBURSEMENT REVENUE FOR PAYMENTS RECEIVED IN AUGUST OF 2016.**

A. HEALTH, WELFARE, PUBLIC SAFETY

- 1. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT GRANT FUNDS FROM THE CONNECTICUT DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$58,950.00, WITH THE CITY OF NORWALK POLICE DEPARTMENT RESPONSIBLE FOR \$19,650.00, WITH THE TOTAL COST OF THE ENFORCEMENT EFFORT TOTALING \$78,600.00.
ACCOUNT # 353075**
- 2. 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 CONNECTICUT DEPARTMENT OF TRANSPORTATION DUI ENFORCEMENT GRANT, PURSUANT TO SUCH GRANT FUNDING.**

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**OCTOBER 25, 2016
REGULAR MEETING**

3. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER ON BEHALF OF THE POLICE DEPARTMENT TO TJ MORRIS & SON/EAGLE POINT GUN & SUPPLY COMPANY FOR ITS' ANNUAL AMMUNITION PURCHASE IN THE AMOUNT OF \$29,217.33.

ACCOUNT # 013042 5327.

B. PERSONNEL COMMITTEE

- 1. APPROVAL OF NEW PAY SCALE FOR POLL WORKERS.**
- 3. APPROVAL OF NEW PAY SCALE FOR PART TIME OFFICE WORKERS IN THE REGISTRAR OF VOTERS DEPARTMENT.**

C. FINANCE COMMITTEE

- 1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: OCTOBER 13, 2016**
- 2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED OCTOBER 12, 2016.**
- 3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: SEPTEMBER 30, 2016**
- 5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH MIDWEST MICROFILM & OPTICAL STORAGE SYSTEMS, D/B/A MIDWEST MICRO IMAGING OF GOLDEN VALLEY, MN, FOR THE DIGITIZATION OF THE LIBRARY'S SOUTH NORWALK SENTINEL MICROFILMS PURSUANT TO THE SPECIFICATIONS OF BID PROJECT #3662, FOR A COST NOT TO EXCEED \$17,600.00 ACCOUNTS 09166210-5777-C0571 AND 09176210-5777-C0571 (APPROVED CAPITAL BUDGET; NO SPECIAL APPROPRIATION NEEDED).**
- 6. RESOLUTION, AUTHORIZING CAPITAL APPROPRIATION REDUCTIONS OF ACCOUNTS 09167100-5777-C0119 AND 09157100-5777-C0119 BY \$70,000 AND \$20,000 RESPECTIVELY.**

7. **RESOLUTION, AUTHORIZING A SPECIAL CAPITAL APPROPRIATION IN THE AMOUNT OF \$90,000 TO INCREASE THE APPROPRIATION IN ACCOUNT 09177100-5777-C0119 FOR THE DEPARTMENT OF PUBLIC WORKS TO RENOVATE THE PUBLIC WORKS WORKSPACE AT CITY HALL.**

**** MOTION PASSED UNANIMOUSLY**

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

C. FINANCE COMMITTEE

Due to a potential conflict of interest, Mr. Igneri recused himself and left the Common Council Chambers.

**** MR. KIMMEL MOVED THE FOLLOWING:**

4. **RESOLUTION, AUTHORIZING THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS TO SECURE THE REPAYMENT OF A LOAN IN THE AMOUNT OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) FROM THE CITY OF NORWALK TO THE SIXTH TAXING DISTRICT FOR THE PURPOSE OF PAYING CAPITAL EXPENSES RELATED TO THE RENOVATION OF THE DISTRICT'S COMMUNITY CENTER FOR FISCAL YEAR 2016-2017.**

Mr. Livingston explained that this item represents funds to be used for the latest renovation of the Community center. Mr. Bonenfant asked Mr. Barron to explain the interest and principle schedule and asked if there is a pre-payment penalty. Mr. Barron explained the schedule and said that there is no pre-payment penalty. In the event additional payments are made, the schedule will be recalculated.

Mr. Serasis asked about the type of community service that would take place. Mr. Livingston said that it is a central meeting place for residents and is used almost every day.

**** MOTION PASSED UNANIMOUSLY**

Mr. Igneri returned to the Common Council chambers.

D. PUBLIC WORKS COMMITTEE

**** MR. IGNERI MOVED THE FOLLOWING:**

1. RESOLVED THAT THE HONORABLE MAYOR HARRY W. RILLING IS HEREBY AUTHORIZED TO SIGN THE AGREEMENT ENTITLED "MASTER MUNICIPAL AGREEMENT FOR RIGHT-OF-WAY PROJECTS" WITH THE STATE OF CONNECTICUT IN ACCORDANCE WITH LETTER DATED JUNE 27, 2014.

Mr. Igneri explained that this is not a new agreement; it is a renewal of an agreement that has been in place for 10 years. He said that the Common Council approves each project and the taking of any property. Mr. Igneri said that the agreement came out of the liening process.

Mr. Robert Wright from the State of Connecticut was present. This agreement is good for 10 years and if approved, they would not have to have individual agreements for each project. A PAL (Project Authorization Letter) would be sent to the Mayor spelling out the costs and responsibilities. So far 13 other towns have signed. If Norwalk does not sign, they would have to go back to the old system; however, the State does not want to use that.

Acquisitions of property will not change under this agreement. In addition, this process only pertains to projects approved by the Common Council. The City has the right to cancel a specific project if it is problematic, even after it has been approved. If the City does not execute a PAL, it will not be able to move forward with the project. The Mayor will get the PAL, and he has to be authorized by the Common Council to sign. Ms. Beltz Jacobson reiterated that the Common Council has to authorize the Mayor to sign the PAL.

Mr. Hempstead asked if signing the PAL will give a wide berth if needed. Mr. Wright said that the DOT can only acquire what is needed for highway purposes.

Mr. Simms asked who will get the property once a project is complete. Mr. Wright said that most acquisitions are partial takes or easements. Any acquisitions are kept by the State; they do not go back to the property owner.

Mr. Wright said that the PAL streamlines the process. Ms. Bowman asked if any towns were upset with some negotiations. Mr. Wright said that most cities would rather have City of Norwalk.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**OCTOBER 25, 2016
REGULAR MEETING**

the state take on the right of way acquisition activities. About 80% of the acquisitions are friendly.

Mr. Serasis said that he was concerned about the 20% who are unhappy. He asked what protection would be in place to protect those 20%. Mayor Rilling said that each individual PAL will have to be approved by the Common Council.

Mr. Coppola said that with a PAL, the Law Department will not have to review each agreement that will have the same terms. This will streamline the process. Ms. Beltz Jacobson added that the terms are not negotiable terms. Mr. Wright said that if the City does not send a letter of support to the Commissioner of Transportation, the project will not move forward. In addition, to get funding, the agreement needs to be signed.

Mr. Hempstead commented that they always get a straight answer from Mr. Wright.

A discussion took place about the WALK Bridge. Once the WALK Bridge is done, the excess property will be put out for sale. Mr. Serasis asked if the taking of the IMAX Theater is an easement. Mr. Wright said that it will be a fee acquisition.

**** MOTION PASSED WITH ELEVEN (11) IN FAVOR (MR. CORSELLO;
MR. HEMPSTEAD; MR. KIMMEL; MR. SACCHINELLI; MS.
MELENDEZ; MR. SIMMS; MR. KYDES; MS. MAGGIO; MS. O'TOOLE
GLANDURCO; MR. IGNERI; MR. LIVINGSTON); TWO (2) OPPOSED
(MR. BONENFANT; MS. BOWMAN) AND ONE (1) ABSTENTION (MR.
SERASIS)**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none.

X. SUSPENSION OF RULES

There were none.

XI. ADJOURNMENT

**** MR. IGNERI MOVED TO ADJOURN
** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:45 p.m.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**OCTOBER 25, 2016
REGULAR MEETING**

ATTEST: _____
Donna King, City Clerk

MANNY LANGELLA

42-50 S. Main Street • Apt 104 • South Norwalk, CT 06854

860.885.8707 • Manny1327@msn.com • <https://www.linkedin.com/in/manny-langella-66262053>

| OPERATIONS | HUMAN RESOURCES | SALES | STAFFING & RECRUITMENT |

Successful business development leader with over a decade's proven success in operations management, sales management and human resources management. Has managed stores with annual revenues ranging from \$45mm to \$70mm and developed and implemented business strategies to accelerate sales and increase profit margins.

OBJECTIVE

Currently seeking a challenging senior management role, which will fully utilize the accumulated experience and knowledge while providing opportunities for further personal growth and professional development. To lead, challenge, and be challenged.

AREAS OF STRENGTH

- | | | |
|----------------------------|-------------------------------|------------------------------------|
| ▪ Sales Enablement | ▪ Human Resources | ▪ Strategic Planning & Forecasting |
| ▪ Profit & Loss | ▪ Problem Resolution | ▪ Facilities Management |
| ▪ Budget Analysis | ▪ Situational Leadership | ▪ Direct / Indirect Procurement |
| ▪ Process Improvement | ▪ Talent Acquisition | ▪ Supply Chain Analysis / SCM |
| ▪ Net Promoter Score | ▪ Staff Training & Leadership | ▪ Warehousing / WMS / RSS |
| ▪ Customer Experience | ▪ Expense Management | ▪ Logistics / FLEET |
| ▪ Customer Engagement | ▪ Channel Partnerships | ▪ Transportation / LTL |
| ▪ Business Development | ▪ Cash Reconciliation | ▪ ERP - Kronos / Oracle / OMS / |
| ▪ Brand Strategies | ▪ Back Office | ▪ SAP / Staffworks |
| ▪ Strategic Marketing | ▪ Relationship Building | ▪ CRM |
| ▪ Inventory Management | ▪ Negotiation | ▪ Kenexa |
| ▪ Loss Prevention / Shrink | ▪ Multi-Channel | ▪ Sage 50 / Minitab |

PROFESSIONAL EXPERIENCE

INDEED.COM, Stamford, CT

2016 to Present

Indeed is the #1 job site worldwide, with over 180 million unique visitors and 2 billion searches per month. Indeed is available in more than 50 countries and 28 languages. We help more people get jobs around the world than anyone else

Associate Manager, Small Business - Client Development

- Lead National Account Strategist Team across all industries.
- Ensure delivery of monthly, quarterly, and annual goals and set new business targets.
- Direct the Client Development Process and lead new business generation & post-sales support.
- Hire, train and manage performance of Client Development - UPSELL Account Strategist Team.
- Streamline and Revamp sales and lead generation training initiatives and culture. Include all levels of business (employee to executive).

- 2016 Q2: +53.14% QoQ Upsell Revenue Growth on 11.70% target increase; 126% to Plan
- 2016 Q3: +21.98% QoQ Upsell Revenue Growth on 11.54% target increase; 128% to Plan
- Produced Small Business' highest team profitability per headcount for H1, FY2016

MICHAEL PAGE, New York, NY + Stamford, CT

2014 to 2016

Consultant – Engineering & Manufacturing + Procurement & Supply Chain

Michael Page, a \$2b publically traded (FTSE 250) global Recruitment Company, is one of the world's leading professional recruitment consultancies, specializing in the placement of candidates in permanent, contract, temporary and interim positions.

Responsible for all levels of full life cycle recruitment for Engineering & Manufacturing + Procurement & Supply Chain searches in the Tri-State Area.

- Establish and maintain contractual relationships with recruiting websites to ensure effective levels of service.
 - Communicate sensitive and confidential information effectively with both hiring managers and candidates throughout the interview process to make certain all parties involved may make informed employment decisions.
 - Conduct a comprehensive interview of each candidate, examining their portfolios/books if applicable, their prior work experience, and their defined skill sets.
 - Partner with client hiring managers to assess recruitment needs, identify key recruitment issues, and recommend strategies to maintain competitive position in the market.
 - Negotiate candidate offers including full compensation packages.
 - Responsible for national and localized business development inclusive of cold calls, networking and referrals.
 - Establish strong relationships with industry professionals and academic associations to keep abreast of market trends and demands.
 - Conduct advance searches to source qualified candidates; use a variety of methods to contact.
 - Interview and qualify candidates and for specific roles.
 - Maintain a professional relationship with clients and candidates by frequently following up via meetings, emails, and phone calls.
- Produced North America's highest team profitability per headcount for FY 2014.
 - FY2014 - More than doubled realized annual revenue; +216% growth and +\$1.27mm year-over-year increase in overall revenue.
 - FY2015 - Produced +9.52% growth and +177m year-over-year increase in overall revenue.
 - Ranked #67 out of 236 – Total revenue performance – FY2015
 - Ranked #11 out of 255 – Total revenue performance – H1, 2016
 - Won Michael Page's "Golden Ticket" for exceptional all-round new recruitment performance in H1, 2014

BEST BUY Co., Inc.

2003 to 2014

A \$45b publicly traded (NYSE) multinational consumer electronics corporation with over 1,100 retail stores operating in the United States.

Business Category Manager - NY & CT Markets

- Positions include Home Business Manager, Connectivity Sales Manager, Customer Solutions Manager, & Operations Manager.
- Direct Management over day to day business operations of a 70 million dollar store (annually).
- Successfully Grand Opened two facilities (Waterford; New London County & North Haven; New Haven County); worked in several high volume & high demand demographics (Norwalk; Fairfield Country & Yonkers; Westchester County)
- Implemented business group strategies and analyzed business results to identify wins/opportunities and create plans to address gaps.
- Performance Management, forecasting, and scheduling direct over 150 employees.
- Working with clients assisting in selecting the best products for their needs.
- Extensive client relations experience and complaint management via Net Promoter Score (NPS).

- Employee management, recognition, engagement, and training to reduce turnover; Store and District wide.
 - Proficient in exceeding Company sales goals through Profit and Loss analysis & planning.
 - Daily Business Tracking used to execute and plan sales strategy.
 - Situational Leadership and sales negotiation.
 - Oversight of daily cash reconciliation, management of controllable expenses, payroll and labor budgets.
 - Oversight of HR functions in collaboration with HR; including talent sourcing, staffing, candidate selection process, policies & procedures (EPA & DOL), and new employee development & training.
 - Oversight of inventory management (SCM), including warehousing (WMS).
 - Logistics and transportation management (DOT), including oversight of mobile FLEET & routing (FMS).
 - Oversight and implementation of expansion of multi-channel business.
 - Oversight of vendors and 3PL, including management and evaluation.
 - Aided in several implementations & planning of new initiatives & systems (ERP & CRM) and developed several think tanks; HARVEST Program.
-
- Recognized nationally as a top-tier revenue band store, (\$65mm FY 2013), ranked 57th out of 1,122 stores.
 - Led Home Business Group to 80% jump in store ranking in one year in District 105 (15 stores).
 - Led Connectivity Business Group to 39% jump in store ranking in six months in District 105 (15 stores).
 - Operations Manager of the Year – FY2011
 - Ranked #1 Operations Manager ten out of twelve months in District 72 (13 stores)
 - Ranked 90% Employee Satisfaction Index Survey (ESI)
 - Ranked 90% Customer Satisfaction Index Survey (CSI).

EDUCATION

UNIVERSITY OF CONNECTICUT, STORRS, CT

Bachelor of Arts, Political Science with Minor in Criminal Justice

CERTIFICATIONS & TRAININGS

HARVARD MANAGEMENTOR PROGRAM, HARVARD SCHOOL OF BUSINESS, BOSTON, MA

Negotiating
Delegating
Goal Setting
Persuading Others
Time Management
Presentation Skills
New Manager Transitions
Coaching
Ethics
Change Management
Diversity
Budgeting
Business Plan Development
Hiring
Retaining Employees
Managing Upwards
Finance Essentials
Performance Appraisals
Difficult Interactions

DALE CARNEGIE PROGRAM, DALE CARNEGIE & ASSOCIATES, HAUPPAUGE, NY

Working with Difficult Clients
Credibility Statements and Consultative Questions
Resolving Objections
Delighting Your Customer and Developing Your Personal Brand
Leadership vs. Management
Time Management

MYERS BRIGGS PERSONALITY TEST - ENFJ

Extraversion
Intuition
Feeling
Judging

GALLUP STRENGTHS FINDER ASSESSMENT 2.0 (TOP 5 TALENT THEMES)

Self-Assurance
Individualization
Strategic
Achiever
Competition

TALENTSMART: EMOTIONAL INTELLIGENCE 2.0 PERSONALITY TEST

OVERALL E.I.: 95

Personal Competence: 97
Self-Awareness: 94
Self-Management: 99
Social Competence: 94
Social Awareness: 90
Relationship Management: 97

VOLUNTEER WORK & COMMUNITY SERVICE

ELECTED MEMBER OF THE CITY OF NORWALK TOWN COMMITTEE, CT

January 2016 – Present

ELECTED MEMBER OF THE CITY OF NORWALK FAIR RENT COMMISSION, CT

April 2016 – July 2019

ADVISER TO THE BOARD OF DIRECTORS FOR THE OPEN DOOR SHELTER, NORWALK, CT

June 2016 – Present

Daisy Franklin

281 Ely Avenue, #22-2E
Norwalk, CT 06854
~~203-956-7646 (home)~~
~~203-919-2147 (cell)~~
2039192147@tmomail.net

755121 N EIGHT ST
Gross
82 South Main, Apt. #112
Norwalk 06854
~~203-956-7646~~
203 9435252 cell
dmfsoiaadact7am@yahoo.com

OBJECTIVE

To obtain an appointment to a City Board or Commission where I can be of service to my community, be an advocate for those whose voices are unheard and make a meaningful difference in the lives of Norwalk all residents.

HIGHLIGHTS OF COMMUNITY ACTIVITIES AND INTERESTS

- Strong Community Advocate for the empowerment of individuals and neighborhoods.
- Community Outreach
- Actively participated in PTO and a variety of school activities.
- Active Youth leader at Bethel AME Church, Norwalk
- Initiated process for establishing a viable Roodner Court Residents Council
- Attended and participated in numerous housing related workshops and training sessions.
- Active member of the Advisory Board of the Norwalk Housing Authority
- Parent Leadership Training Institute Graduate, 2004
- Served as the chief advocate for the delivery of a flag to the Roodner Court complex and assumed the responsibility for assuring that it is raised, flown and lowered each day.

ACCOMPLISHMENTS

- Secretary, Board of Directors, Norwalk Economic Opportunity Now, Inc.
- Sunday School Teacher, Trustee, Stewardess and Evangelist, Bethel AME Church, Norwalk.
- Former Fundraising Chair, Wolpitt Elementary School PTO.
- Former Member, Norwalk High School PTO Parent Outreach Group.
- Actively participated in Bethel AME Church's Prison Ministry for Kairos Prison.

EDUCATION AND EXPERIENCE

- Norwalk Community College, Norwalk, CT
- Marvin School of Electronics, Norwalk, CT
- Electronics Technician, Harrel, Inc., Norwalk, CT
- Home Health Aid, Community & Visiting Nurses, Norwalk, CT

INTERESTS

- Human Relations Commission
- Fair Housing Advisory Commission
- Fair Rent Commission
- Norwalk Housing Partnership
- Zoning Commission

26 Granite Dr. THOMAS MAHONEY

442 Main Avenue D1
Norwalk, CT 06851

(203) 803-5420
tmahoney@NECCLife.org

SUMMARY OF QUALIFICATIONS

High capacity, self-motivated and results oriented servant leader with exceptional interpersonal and communication skills, and a ministry background in the following broad-based competencies:

**PREACHING/TEACHING
PASTORAL CARE
TEAM BUILDING**

**ADMINISTRATION
STUDENT MINISTRY
VISIONEERING**

**MINISTRY DEVELOPMENT
WORSHIP PLANNING
SMALL GROUPS MINISTRY**

- Demonstrated ability to effectively communicate through preaching/teaching in weekend celebration services, classes, and events.
- Visionary and innovative leader with adeptness to organize and lead ministries in order to maximize effectiveness and achieve church goals.
- Proven ability to generate and execute ministry strategies by developing positive team synergy, effectively managing projects, and establishing solid ministry foundations.
- Excellent track record of consistent improvement and value added activities that measurably increase ministry results.

MINISTRY EXPERIENCE

NORTHEAST COMMUNITY CHURCH – Norwalk, Connecticut

2006 – Present

Lead Pastor

Elected to bring vision, leadership, administration, and preaching abilities to the existing ministry in order to build a church that brings a message of hope to spiritual seekers in a relevant, friendly, and life changing way; to establish a beautiful, diverse community where people from various backgrounds and walks of life are welcomed and embraced; to create a healthy environment where believers find purpose and experience spiritual growth through the development of their relationship with God and others, and through the pursuit of authenticity and excellence in each area of their lives; to provide a setting where a heart for worship is cultivated and the extraordinary gifts of the creative arts are used in a dynamic way to glorify God. Responsible for weekly preaching/teaching. Provide oversight and leadership for the church and ministry staff. Manage community relations and church communications. Oversee development and implementation of strategy and objectives. In charge of developing emerging leaders. Supervise pastoral care. Accountable for the mission of the church being carried out. Chairman of the Board Ministry Council.

- Successfully re-launched the church and grew the Sunday attendance by over 500%
- Capably led the church through a worship service location change
- Effectively built teams of lay church leaders to carry out the church's mission and vision
- Implemented systematic spiritual formation by tripling the number of small groups, creating new classes, and adding a Discipleship Director to the staff
- Improved the Sunday service presentation by bringing on an Associate Pastor to oversee and manage the Worship Arts ministry, presentation, and process
- Productively coordinated community service initiatives as a part of the 1010Project resulting in positive neighborhood impact.

THE LIFE CHRISTIAN CHURCH – West Orange, New Jersey

2003 – 2006

Administrative Minister

Selected due to leadership and administrative abilities to lead and manage several key aspects of the church including: daily administrative operations, marketing and communications, weekend celebration coordination and production, creative arts process, special interest small groups, and student ministry. Responsible for providing spiritual leadership and pastoral care to members and the community. Frequently preach/teach in weekend celebrations, classes and other events. Serve on the Executive Planning Team for the master site design and development of the new church campus.

- Enhanced creativity, cultural relevance and excellence of weekend celebrations by coordinating the worship arts, organizing creative process, diversifying elements and building teams
- Successfully oversaw ministry strategies, organization, administration, and staffing increasing synergism and productivity
- Passionately led Special Interest Small Groups ministry emphasizing community, spiritual development, and ministry to families, men, women, married couples, singles, and young adults
- Planned and successfully carried out strategies for major church-wide events such as: Capital Campaign Major Event, The Leadership Summit and Awards Reception, Christmas Banquet, and more
- Increased student attendance by designing, creating and implementing a relevant, student-led and artistically expressive ministry with quantifiable results

CHRIST COMMUNITY FELLOWSHIP – West Grove, Pennsylvania

2001 – 2003

Associate Pastor

Chosen to help grow the church by being an effective member of the rotating preaching/teaching team, and passionately leading the worship and youth ministries. Emphasized spiritual formation through teaching, mentoring and pastoral care. Fulfilled pastoral duties such as weddings, funerals, and counseling.

- Revamped the worship ministry paradigm to be a more contemporary and spiritually impacting experience
- Advanced youth ministry by developing from a few students a dynamic mid-week youth meeting and by increasing student involvement in the church through a youth choir, youth worship team and student leadership

BETHEL HERITAGE CHURCH – Albuquerque, New Mexico

1999 – 2000

Associate Pastor

Offered strong leadership and oversight to the youth ministry. Served as a catalyst for ministry to college age young adults. Provided preaching/teaching in weekend and midweek services.

- Launched an innovative Saturday evening service geared toward twenty-something adults increasing overall weekend attendance

SOUL'S HARBOR CHURCH – Utica, New York

1997 – 1998

Youth Pastor

Worked directly with students to develop new youth initiatives to grow attendance and improve spiritual development. Provided preaching/teaching in services

EDUCATION

CHRISTIAN LIFE COLLEGE – Stockton, California

1992 – 1996

Bachelor of Arts in Bible and Theology

Rev. Julius A. Gamble

8 Bonnybrook Trail

Norwalk, CT 06850

203-855-1271 (H)

203-952-1474 (C)

Julius.gamble@gsmgc.com

BIOGRAPHY-Rev. Julius A. Gamble

Born in Norwalk where I attended all my education on Highland Ave.(Brookside, Roton & Brien McMahon).After graduating from McMahon in 1984,I attended North Carolina A & T State University in Greensboro,NC.,and then went on to Connecticut Institute for Christian Religion. Ordained at the Mount Zion Baptist Church ,where I now serve as the youth Pastor,also an active member of the Interdenominational Ministers Fellowship. Growing up in a family business,has given me an entrepreneurial spirit at a very young age and now I have my own Telecommunications company GSM Global Communications.

OBJECTIVE: To attain a position in the organization wherein my capabilities can be fully utilized, my personal Development is achieved along with organizational goal and fair reward for my service is provided. More than 10 years in the telecommunications industry. Strong background in both voice and data communications.

Professional Summary: Preserving, Enthusiastic, Motivated, Conscientious, hard working, possess excellent Communicative, analytical Skills and possess the ability to work with others as a Team. I am open Minded and always willing to learn.

WORK EXPERIENCE:

GSM, Inc 2006-Present

Vice President Sales & Marketing, 2006-Present

Meet with dealers, national accounts, end-users and the sales force to define new product requirements and work with product development to document these requirements in product specifications.

Defined roles and responsibilities for each group to improve company processes and strengthen communication channels.

Assisted in preparing a report with recommendations for how to properly reorganize the company that encompassed not only North American operations, but also overseas.

Mar noel, Inc.

Vice President of Sales, 2005-2006

My duties included acquiring new businesses.

Coordinated activities and supported key accounts representatives in a sales blitz resulting in high product demonstrations.

Distributed key account sales reports by branch to region managers and senior staff and reviewed sales goals with region managers via telephone conferences.

Conversant Communications

Sales Executive, 2004-2005

Previously worked with Conversant Communications, as senior account executive, in top the percent of sales team out of six hundred employees. My responsibilities are driving new sales in the New York and Connecticut market. Instrumental in maintaining company becoming the first CLEC in industry to become free cash flow positive.

Advance Telecoms Group

Account Executive II, 2001-2002

Acquired and retained new businesses through strong customer relationship

Provided a technical liaison for the Customer and Customer Support organizations Engineering and Development

Network Plus

Account Executive, 2000-2001

Worked with the key accounts to jointly establish sales forecasts, conveyed these forecasts to manufacturing, and met with the manufacturing and logistics on a weekly basis to ensure timely equipment delivery

Jackson Hewitt Tax Services

General Manager, 2002-2004

General Manager for Jackson Hewitt Tax services. Assembling, and training, a strong team to operate in several locations throughout the New York Metro area, made executive decisions that impacted the business on a daily basis. customer services, managing payroll accounts, hiring and training of other workers, to create larger accounts

J. Gamble & Son, Floor Sanding

Self employed, 1986-2000

Education:

North Carolina A&T State University 1984-1986

Connecticut Institute of Christian Religion 1987-1991

PETER HALLADAY -- 52 GLENROCK, NORWALK, CT 06850 -- 203-849-9835

- **EDUCATION -- EMERSON COLLEGE**
- **MILITARY -- U.S. ARMY --ARMED FORCES RADIO/TV, KOREA**
- **EMPLOYMENT -- 30 YEARS EXPERIENCE IN BROADCASTING AS
NEWSCASTER/SPORTSCASTER**
- **RETAIL EXPERIENCE INCLUDING CORPORATE STORE MANAGER**
- **NINE YEARS EXPERIENCE IN SECURITY FIELD**
- **VOLUNTEER NORWALK PUBLIC SCHOOLS, MEALS ON WHEELS**
- **TWO YEARS BOARD OF DIRECTORS GLENROCK CONDOMINIUM**
- **MEMBER REPUBLICAN NATIONAL COMMITTEE , NORWALK
REPUBLICAN TOWN COMMITTEE**

KAREN MARIE TOBIN (R)

16 Lorena Street
Norwalk, Connecticut
203.853.4434 kmt068@aol.com

SUMMARY

Attorney, admitted to practice in New York and Rhode Island, with more than 15 years of litigation experience. Also experienced in public speaking, public policy, finance, management and grant writing/reporting.

EXPERIENCE

2006-pres.

Pirro and Church LLC, Of Counsel

Social Security Disability advocate for the physically and mentally ill.
Greater than 95% win ratio.

2005-pres.

Magistrali and Associates, Of Counsel

Social Security Disability advocate for the physically and mentally ill.
Greater than 95% win ratio.

2004-2005

**WESTCHESTER PUTNAM LEGAL SERVICES/PACE UNIVERSITY SCHOOL OF LAW
Volunteer Field Supervisor/Clinic Administrator**

Field Supervisor for the Pro Bono Bankruptcy Project. Developed and implemented a teaching clinic and lecture series on Chapters 7, 11 and 13 of the Bankruptcy Code, which delivered services to minorities and indigents.

- Directed 10 student interns and a law professor, within a clinical setting, providing service to 150 indigent, elderly or disabled clients.
- Prepared/ presented a lecture series on Bankruptcy and Secured Transactions to law students and consumers. Mentored law students.

2001-2005

**WESTCHESTER PUTNAM LEGAL SERVICES/Legal Services Of The
Hudson Valley,**

Pro-Bono Manager/Coordinator

Created and managed a Pro Bono referral network within lower Hudson Valley to deliver services to the socially and economically disadvantaged. Represented the Agency at local, State and national level meetings with other agencies.

- Conceptualized and created a pro bono program for delivery of services to clients in 7 counties covering a geographic area of 4,489 square miles.
- Coordinated attorney volunteers for direct service to clients.
- Selected as Pro Bono Coordinator based upon performance as Senior Attorney in the Disability Unit.
- Recruited and monitored more than 400 volunteer attorneys and placed more than 180 cases annually for pro-bono representation.
- Recruited and trained outside legal staff in employment, disability, bankruptcy, contract and family law. Established a training program for 350 volunteer attorneys; supervised their activities.

Senior Attorney, Disability Unit

Mentored attorneys in a general practice unit representing the physically and mentally ill.

- Assigned cases to appropriate attorneys and developed strategies for each matter.
- Within 18 months, quadrupled total number of cases and tripled the win/loss ratio.

- Monitored intakes; served as liaison between the Agency and other social service agencies throughout the area.
- Advocated for public policy changes to State and local government and other agencies.
- Represented the Agency before the Hudson Valley HIV Case Management Network and the Westchester Mental Health Case Management Network.

2000-2001

SOUTHEASTERN MASSACHUSETTS LEGAL ASSISTANCE CORP.,

Staff Attorney/Supervising Attorney, Disability Advocacy Project

Restructured the unit by implementing training and policy standards, to better litigate cases before federal agencies and federal courts. Responsible for grant reporting. Liaison/Board Member of several affiliated charities.

- Supervised eight Attorneys and Paralegals.

1995-2001

RASKIN & BERMAN, Associate Attorney

Full case management for a boutique bankruptcy/litigation firm. Served as First Chair in jury and bench trials. Represented debtors and creditors, in both commercial and personal bankruptcy litigation before State and Federal Courts.

1991-1995

THOMPSON & FOURQUIREAN, Associate Attorney

Associate for a firm specializing in commercial litigation. Managed all phases of litigation from pre-filing settlement to jury trial; administrative hearings, contract litigation, personal injury, workers' compensation, social security, family law, employment discrimination and unemployment.

**CIVIC/COMMUNITY
AFFILIATIONS**

Justice of the Peace, Norwalk, CT

Board of Directors, Communities in Schools of Norwalk

Member Board of Trustees, Westchester Medical Center Foundation

Member, Westchester Golf Tournament Committee

PUBLICATIONS

Newspaper, authored a weekly legal self-help column; Law Journal, "Workers' Compensation Offsets in Social Security"; Law Review, "The Political Offender Exception to Extradition"; Books, "How to File for Social Security"; "How to File Your Own Bankruptcy"; various attorney training manuals for use by legal services staff and pro bono volunteers in all areas of law

ADMISSIONS

New York State and Rhode Island, SDNY, EDNY, RI Federal

ORGANIZATIONS

New York State and Rhode Island Bar Associations.

Westchester County Bar Association.

Former Member, New York State Bar Pro Bono Coordinators' Network.

EDUCATION

JD, Franklin Pierce Law School, Concord, NH

University of Virginia School of Law, Charlottesville, VA

Member, Moot Court Team.

BS, Finance and Marketing, Providence College, Providence, RI

Co-Editor, Providence College Literary Journal.

Experience/Education

Deloitte LLP – September 2012-present

Senior Conflicts Analyst

- Assists proposal and engagement teams in ensuring that our client relationships are protected
- Serves as a resource for analysts for complex checks
- Reviews analyst work to ensure compliance with policies and assess risk
- Leads trainings for new hires and staff
- Compiled and updates department manual
- Interacts with stakeholders outside conflicts to ensure client and risk group needs are met:
 - Member of specialized team for handling proposals related to M&A activity
 - Liaison with teams for significant clients to efficiently clear new opportunities and relationships
 - Responsible for conflict checks related to proposed investments of Deloitte's pension plans
 - Coordinated with Independence team to develop procedures for special circumstances

Sports & Arts in Schools Foundation – March 2006-September 2012

Director of Data Management

- Managed data collection, entry, and reporting for organization with 132 locations and over 20,000 students per year across New York City
- Supervised 4 full-time and 7 part-time direct reports
- Maintained compliance with federal, state, and municipal regulations

Client Services, Pitch for Kids Foundation – 2004-2005

- Assisted in the planning and execution of 19 fundraising events
- Tracked income and expenses, maintained participant and donor database, and controlled the registration process for each event

Columbia University

- Bachelor of Arts, 2003
- Political Science

Alpha Epsilon Pi Fraternity, Iota Chapter

- Secretary

Columbia Hillel

Pizmon a capella group

Skills

Leadership	Quality	Influence
▪ Member of M&A, training, process excellence, and treasury teams	▪ Among the highest rated analysts based on our internal metrics	▪ Comfortable communicating with variety of stakeholders at all levels to ensure compliance

Jeannette Jean-Pierre
E: jjeanpierre@hotmail.com
221 Flax Hill Road Norwalk CT 06854
203-246-2026

Community Outreach /Project Management

Qualified professional offering 5+years of successful experience in social services and health care education. Offering verbal written and interpersonal communication skills with proven ability to interact with individuals of all ages ethnicity and cultural backgrounds. Talented multilingual and community liaison, program coordinator, group and individual behavior facilitator and educator. Skilled in utilizing community resources. Experienced case supervisor. Speaks and writes fluently English, Spanish, French and Creole.

Related Education

Benedictine University

Masters of Public Health, MPH candidate

University Of Connecticut

Bachelor of Science
Human Services/Social Work and Management

Norwalk Community College

General Studies and Art, Associates

Related Experience and community Involvement

Creative n' Caring International Health Consultant.

Provided multilingual health education and awareness to divers ethnic groups 2009 - present

Jean-Pierre Bonjour! Multi Services& Consultant LLC

2008 -2009

Health Consultant and Community Social Worker / case supervisor and Program coordinator

Coordinate programs. Medicaid and Medicare application. Multilingual and counseling services to divers ethnic groups.
Worked with children and families with mental and behavior needs
Provided Multi lingual case management services in a competent fashion.
Health Educator, motivate and empower families and communities
Home visit supervision, provided referral services

Norwalk Community Health Center

1997- 2007

Social Service and Outreach Coordinator

Provided assistance to diverse ethnic groups.
Health Educator: diabetic, obesity, cancer, low birth rate, substance abuse and STDs awareness
Used multiple strategies to motivate and empower community.
Worked with media and broadcasting, Spanish and English, Creole, French
Program coordinator: Community Empowerment program, targeting families from divers ethnicity back ground and languages.
HIV Counseling and testing, transmission and prevention. Duo eligibility, Medicaid and Medicare application
Referral to nursing room and hospice care.

Community of Training and Employment, Stamford, CT

1994 - 1997

Family Advocate and Multilingual Services. Family management

Assisted and provided translation and interpretive services to English and non-English speaking families.
Family counselor Crisis Intervention, HIV and STDS Specialist, and related services used multicultural approach services
Provided and facilitated information by assisting group support with issues related to sickle cell anemia and Down syndrome.
Provided mentoring services to divers' ethnic groups and families in Fairfield County. Youth & Crisis Counseling

Yale University

1991 -1994

STDs/ Aids and Substance abused

Program Coordinator Multi lingual specialist.

HIV Counseling and testing, transmission prevention and related services

Served many ethnic groups and used multicultural approach to motivate, educate and empower communities.

✓

Resume of Fran Collier-Clemmons
19 Adamson Avenue Norwalk CT 06854
203-515-9890-B 203-852-8877-H Fax 203-852-9661
Email: fcollierclemmons@aol.com

♦ **PERSONAL PROFILE**

Native Texan (several decades ago)
Active in faith, service and political communities
An active listener and critical thinker
Effective communicator
Multi-generational rapport

ACCOMPLISHED PROFESSIONAL PROFILE

♦ **Fort Worth, Texas**

Municipal Government Administrator (1969-1977) City Planning, Research and Budget, Personnel and City Manager's Office with increasing responsible managerial positions. Developed and presented community forums on Budget and equal employment opportunities; Organized, trained instructors and conducted seminars in diversity awareness.

Miller Brewing Company Mid-manager (1977-1982) High speed beer manufacturing and production. Supervised 17 hourly manufacturing personnel. Retired 1982.

Franstitches Dressmaker/Designer-Owner (1987-1994) Designs utilized only natural fabrics in women's fashion; taught sewing classes.

♦ **Norwalk, Connecticut 1994**

Faith Community Developer (1995 to present) Youth - organized, developed and implemented Christian-based outreach program for inner city; Women - founded a secure haven for women who implement biblical principles to analyze and restructure for more dynamic affects in their lives; Assist Pastor of Miracle Temple (Norwalk) and First Church Of God In Christ (Brooklyn NY) in Spoken ministry and church administration.

Service Community Volunteer (1998 to present) Member Human Services Council (HSC) Mid-Fairfield Drug Abuse Prevention Task Force; Community Resource Facilitator in 1st Briggs High Career Day; Member of 1999 and 2001 HSC Agency Evaluation Committee for United Way. HSC Board Member 1999-2004; Community Panel Member for Norwalk Police Department Candidate Interviews, 2000, 2004, 2005.

Political Community Worker (1997 to present) Active Ward B Democrats member. District 140 candidate campaign worker and co-chair - 1997, 1998 and 2000 elections (Candidate victorious in each election); Campaign participant for state and local Democratic candidates; former Ward B Chair; 2-term Police Commissioner for Norwalk Police Department, 2001-2005.

Fly and Cee Travels/Owner (2005 to present) On-line Full Service Travel Agency

Respected Community Leader

♦ **EDUCATION**

B. S., Political Science, Texas Wesleyan University, Fort Worth, 1975
Samuel DeWitt Proctor Conferences, WCA Leadership Summit
REFERENCES available

Patricia D. Genuario

**6 Morningside Place, Norwalk, CT 06854-4808
(203) 866-5310**

Experience:

04/2003 – Present - LOCAL SERVICE BOATYARD, Norwalk, CT; Part-time general office work, using Quick Books, Access, Word and custom computer programs for bookkeeping and secretarial duties.

11/1978 – 07/1996 - COOKE VACUUM PRODUCTS, INC., Norwalk, CT; Full-time, full charge bookkeeper, including A/R, A/P, General Ledger, payroll and tax preparation for accountant. Served as Purchasing Agent and was responsible for all secretarial duties as well.

07/1966 – 06/1975 – CONNECTICUT BANK & TRUST COMPANY, Norwalk, CT; (Formerly Fairfield County Bank and Norwalk National Bank). Secretary to President and Vice President; supervised junior secretaries and clerks. Previous banking positions included receptionist, head teller, teller, bookkeeper, loan and proof departments.

06/1965 – 07/1966 – SEARS, ROEBUCK & COMPANY, Norwalk, CT. Credit and Collections Clerk.

Education:

American Institute of Banking (Certificates).

Lee Johnson School of Business.

Norwalk Community College.

Norwalk Public Schools K through 12; graduated Brien McMahon High School, Class of 1965.

Civic Service:

Volunteer - Community Health Center, Brien McMahon High School.

Active member of Harbor Beach Association.

Active member of United Church of Rowayton.

Active member and current Chair of the Fair Rent Commission, City of Norwalk.

VII A1

Norwalk Health Department
Weights and Measures Program
October 27, 2016

Authorize the Purchasing Agent to issue a sole source purchase order to Seraphin, a division of Pemberton Fabricators Inc., for a fully enclosed Seraphin low profile slip on testing trailer in the amount of \$36,100.00. Account #s 0120-20-5262 and 16-1343-5414.

One the Sealer of Weights and Measures responsibilities is checking the accuracy of fuel dealers' pumps (gas stations, oil trucks). The equipment used for this work consists of measuring tanks of various sizes. The tanks are installed on a trailer. In November 2014 the trailer was stolen from the City Hall parking lot. It was never found. Since the theft occurred the City of Stamford lent their testing equipment to Norwalk. This arrangement has proven to be less than ideal as the Norwalk and Stamford Sealers have fallen behind in testing pumps. The purchase of replacement equipment is necessary.

With the assistance of personnel from the Norwalk Purchasing Department and the Connecticut Department of Consumer Protection a search of vendors was made. The only vendor manufacturing equipment that meets the needs of our program is Seraphin, a division of Pemberton Fabricators. Therefore a sole source request is being made to enable acquisition of this necessary equipment.

SOLE SOURCE PROCUREMENT REQUEST

Date - Apr - 25 - 16

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☐ The compatibility of equipment is of paramount consideration.
- ☐ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service

☒ Other, please explain -

only manufacturer producing equipment to meet the requirements set by CT Dept. of Consumer Protection

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

checked with 3 other vendors. Found they do not manufacture eq. that meets our needs. Consulted with CT DEP Food & Standards program personnel that Scaphin Products will provide equipment that meets our needs.

Tom Bell
Department Head's Signature

The Purchasing Agent

Corporation Council

☒ Supports ☐ Does not support

☒ Supports ☐ Does not support

This request for a sole source purchase

Burke
Signature

Tom Bell
Signature

SERAPHIN®

A DIVISION OF PEMBERTON FABRICATORS INC.

PO BOX 227, Rancocas, NJ 08073

t. 609-267-0922 f. 609-261-2546

Quote Prepared For

CITY OF NORWALK

WEIGHT AND MEASURES

125 EAST AVENUE, P.O. BOX 5125

NORWALK, CT 06856-5125

Phone 203 854-7886

Fax 203 854-7934

QUOTE

Number SERQ2246

Date Oct 4, 2016

Your Sales Rep



Ronald Gibson

609-267-0922 ext 117

rgibson@seraphinusa.com

FULLY ENCLOSED SERAPHIN LOW PROFILE SLIP ON TESTING TRAILER

CITY OF NORWALK

SERQ2246 Oct 4, 2016

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
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STANDARD DISPENSER CALIBRATION TRAILER: FULLY ENCLOSED (3) 5 GALLON
VEP® PROVERS, WITH (3) 115 GALLON HOLDING TANKS

DESCRIPTION: THE VEP® HAS A CAP MOUNTED ON ITS NECK THAT CREATES A SEAL AROUND THE DISPENSER NOZZLE AS THE PROVER IS FILLED AND DRAINED ALSO A VENT LINE IS FITTED FROM THE TOP OF THE PROVER TO THE PRODUCT HOLDING TANK ON WHICH THE PROVER IS MOUNTED. THE NECK IS SEALED WITH A FLAPPER AND BOOT TO PREVENT EVAPORATION AND RETAIN SATURATED AIR DURING THE DRAIN-FILL CYCLE. THE VOLUME STANDARD, HOLDING TANK AND VENT LINE CONFIGURATION IS SUCH THAT WHEN THE PROVER IS DRAINED, THE AIR IN THE STORAGE TANK, WHICH IS SATURATED WITH GASOLINE VAPOR, IS DRAWN THROUGH THE VENT LINE INTO THE PROVER, THEREBY MAINTAINING A SATURATED ENVIRONMENT WITHIN THE PROVER.

5 GALLON PROVER SPECIFICATIONS

CONSTRUCTION	BUILT TO N.I.S.T. HANDBOOK 105-B STANDARDS AND API MANUAL OF PETROLEUM MEASUREMENT STANDARDS CHAPTER 4
CALIBRATION	FACTORY CERTIFIED USING STANDARDS TRACEABLE TO NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
NOMINAL CAPACITY	5 GALLON - CALIBRATED "TO DELIVER" AT 60 DEG F
MATERIAL	TYPE 304 STAINLESS STEEL
DRAIN VALVE	CENTER DRAIN, 2 INCH BUTTERFLY VALVE
DESIGN	REINFORCING BANDS TO PREVENT DISTORTION OF PROVER WHEN FULL WITH LIQUID AND WHEN BEING TRANSPORTED.
LEVEL	T TYPE LEVEL-ENABLES OPERATOR TO ENSURE PROVER IS LEVEL PRIOR TO TESTING.
SCALE RESOLUTION	0.5 CUBIC INCHES
REQUIRED SCALE RANGE	±15 CUBIC INCHES. THE GAUGE SCALE SHALL BE GRADUATED BOTH ABOVE AND BELOW THE NOMINAL CAPACITY GRADUATION BY AN AMOUNT NOT LESS THAN 15 % OF THE PROVER VOLUME
VENT	1 INCH VENT LINE (SHOULD BE USED WITH 1 INCH VAPOR HOSE)
EVAPORATION CONTROL	CAP WITH CHAIN ON A SEALED NECK WITH FLAPPER AND BOOT TO PREVENT EVAPORATION AND RETAIN SATURATED AIR DURING THE DRAIN CYCLE
TEMPERATURE MEASUREMENT	(1) STAINLESS STEEL THERMOMETER WELL LOCATED SO THAT THE CLOSED END IS AT THE APPROXIMATE CENTER OF THE PROVER.
DRAIN SIGHT GLASS	INSTALLED BETWEEN PROVER DRAIN VALVE AND LEVELING BALL JOINT TO ENSURE DRAIN TIME MEETS RST (90 SECONDS AFTER MAIN FLOW CESSATION) DRAIN REQUIREMENTS. ALSO USED TO CHECK DRAIN VALVE FOR LEAKAGE.
LEVELING METHOD	COMPLETE STAINLESS STEEL LEVELING BALL JOINT. INCLUDES 10" STAINLESS STEEL FLANGE, BALL JOINT, RETAINING NUT AND HARDWARE WITH GASKET--ALLOWS EACH PROVER TO BE EASILY LEVELED BY SWIVELING ON ITS BALL JOINT AND SECURED IN

CITY	PART NUMBER	DESCRIPTION	UNIT PRICE
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LOCKING DEVICE

PLACE
EACH PROVER HAS A THREE PIECE STAINLESS STEEL LOCKING DEVICE TO STABILIZE THE PROVER DURING TRANSPORT, (INCLUDES A BRACKET ON THE PROVER, A BRACKET ON THE BALL JOINT AND A "U" FITTING TO CONNECT THE TWO BRACKETS AND SECURE THE PROVER.)

WRENCH

(1) WRENCH TO HELP REMOVE THE PROVERS FROM HOLDING TANKS.

115 GALLON HOLDING TANKS HOLDING TANKS**HOLDING TANKS (3)**

115 GALLON STAINLESS STEEL STORAGE TANKS, ONE FOR EACH PROVER (TANKS ARE SLOPED TO PROVIDE COMPLETE DRAIN). THESE SIZE PROVERS ALLOW YOU TO DO 23 COMPLETE TESTS AND 1 DRAFT ALLOWING FOR INCREASED PRODUCTIVITY. NO NEED TO EMPTY AFTER EVERY TEST.

LIQUID LEVEL INDICATOR

GIVES OPERATOR APPROXIMATE LIQUID LEVEL IN EACH HOLDING TANK

TANK DRAIN LINES

2" STAINLESS STEEL PIPE DRAIN LINES CONNECTED INDIVIDUALLY TO EACH HOLDING TANK TERMINATING INTO 1/2" BUTTERFLY VALVE. THOSE VALVES ARE THEN MANFOLDED TOGETHER INTO ONE SINGLE DRAIN WITH A QUICK CONNECT MALE COUPLING WITH CAP AND CHAIN.

DRAIN HOSES (2)

6 FT., 2" DIA. PETROLEUM DRAIN HOSES WITH QUICK CONNECT FITTINGS—FOR GRAVITY DRAINING OF HOLDING TANKS BACK TO THE STORAGE TANK. MOUNTED ON DRIVER SIDE OF ENCLOSURE

TANK DRAIN VALVES (3)

2" BUTTERFLY VALVES (ALUMINUM HOUSING).

TRAILER**TRAILER CONSTRUCTION**

HEAVY DUTY CONSTRUCTION WITH 4" X 2" X 3/16" WALL, STEEL RECTANGULAR TUBING

PAINT

POWDERCOATED WHITE FOR LONG LIFE

TORFLEX AXLE

A SINGLE 6000 GVW AXLE. FEATURES AN INDEPENDENT SUSPENSION CUSHIONED WITH RUBBER, PROVIDING A SMOOTH, QUIET RIDE WITH NO TRANSFER OF ROAD SHOCK FROM ONE WHEEL TO THE OTHER (NO SPRINGS REQUIRED)

GROUNDING CABLE

50 FT. ON RETRACTABLE REEL MOUNTED TO TRAILER BED FOR DISSIPATION OF STATIC ELECTRICITY

BRAKES

ELECTRIC

LIGHTING PACKAGE

MEETS ALL D.O.T. REQUIREMENTS

SPARE TIRE

FULL SIZE SPARE

FENDERS

ALUMINUM DIAMOND PLATE FENDERS

HOSE STORAGE

ALUMINUM STORAGE PIPE TO HOLD 2" X 6 FT. FLEXIBLE HOSE

COUPLING

BALL TYPE 2"

FIRE EXTINGUISHER

(1) SILICONIZED SODIUM BICARBONATE BASED DRY CHEMICAL PIRE EXTINGUISHER (BRACKETED) FULLY CHARGED. THIS CHEMICAL SMOOTHERS FIRES IN FLAMMABLE LIQUIDS AND PRESSURIZED GASES AND IS ELECTRICALLY NONCONDUCTIVE.

HARDWARE

ALL HARDWARE TO BE STAINLESS STEEL

TRAILER BODY ENCLOSURE/STORAGE MODULE**BODY**

NEATLY ENCLOSURES THE ENTIRE UNIT

MATERIAL

12 GAGE STEEL CONSTRUCTION

PAINT

TRAILER BODY ENCLOSURE PAINTED WITH WHITE IMRON™ FUEL RESISTANT PAINT

STORAGE

AREA BEHIND HOLDING TANKS PROVIDES PLENTY OF STORAGE CAPACITY FOR TOOLS, EQUIPMENT, TRAFFIC CONES, FUNNELS, TEST MEASURES, ETC. EASILY ACCESSIBLE FROM FRONT STEP LOCATED ON FRONT OF TRAILER

DOORS

(2) ROLL UP DOORS INSTALLED INDEPENDENTLY ALLOW FOR EASY ACCESS AND SECURITY TO BOTH COMPARTMENTS

BODY DIMENSIONS

114" L X 58" W X 62" H

CITY OF NORWALK

SERQ2246 Oct 4, 2016

QTY

PART NUMBER

DESCRIPTION

UNIT PRICE


SERAPHIN®
 A DIVISION OF PEMBERTON FABRICATORS INC.

SHIPPING AMOUNT: \$1,850.00

SUB TOTAL: \$34,250.00

GRAND TOTAL: \$36,100.00

DELIVERY 15-18 WEEKS AFTER RECEIPT OF DEPOSIT

INTERNATIONAL FREIGHT QUOTES THAT ARE OLDER THAN 30 DAYS NEED TO BE REQUESTED PRIOR TO ORDER PLACEMENT
All International Orders and Custom Orders require a deposit of at least 50%
In order to start manufacturing with the remaining balance to be paid prior to shipment
All other orders require to be paid 100% before shipping
All Customers are responsible for Decals and Placement of the unit sold
ALL INTERNATIONAL ORDERS ARE DELIVERED TO THE NEAREST AIRPORT OR SEA PORT
CUSTOMER IS RESPONSIBLE FOR CLEARING CUSTOMS AND ALL OTHER FEES ASSOCIATED WITH SHIPMENT

General Sales Terms: Pricing Valid for 30 days; F.O.B. - Ramocas, NJ - Shipping Additional; US Dollars

Custom Orders: 50% deposit in advance of manufacture, Balance due before shipping.

Credit Cards: Visa & Master Card Accepted (Limits may apply); Delivery: to be confirmed upon receipt of order

Price and Delivery have been quoted based upon the application of our attached terms and conditions only

Please note - Wood crating is in compliance with US Domestic and International crating to comply with USDA regulations at 7 CFR § 318 and the International Plant Protection (IPPC) standard ISPM #15 for export.

PLEASE NOTE UNITS REQUIRING OUTSIDE CALIBRATION MAY HAVE AN EXTENDED LEAD TIME BASED ON AVAILABILITY OF CALIBRATION LABS. SERAPHIN CANNOT BE RESPONSIBLE FOR 3RD PARTY LABORATORY SCHEDULES

Payment may be made via Check, Money Order or Bank Wire:

Wire Info: Account Name = Pemberton Fabricators

PNC Bank

ABA 303006053

1650 Market St.

Acct #36-4242253

Philadelphia, PA 19104

SWIFT: PNCUS33

4245-585-6881 Telex

US Dollar Account

For Checks/Money Orders Remit To:

P.O. Box 838477

Philadelphia, PA 19182-8477

Approval Signature

Date

Printed Name



PEMBERTON FABRICATORS, INC. (SELLER) INCLUDING THE DIVISIONS OF AMERIND AND SERAPHIN TEST MEASURE - TERMS AND CONDITIONS OF SALE - (Pemberton Fabricators TC Rev 01/16/15)

EXCLUSIVE AND ENTIRE: The following Standard Terms and Conditions are intended by the parties to govern all the purchases of equipment, parts or service from Seller, and together with the specifications provided or embodied herewith, represent the entire understanding of the parties without exception. All other terms and conditions are specifically rejected, and by proceeding with the transaction in any manner, both Seller and Buyer agree that these Standard Terms and Conditions shall control. The price charged by Seller is based on these Standard Terms and Conditions.

DOMESTIC TERMS: Net 30 days. A "late payment" in the form of interest at the rate of 2% per month or a service charge of like amount will be levied on all late payments (the type of charge being consistent with the applicable local law). Invoices will be submitted when the equipment, part, service is supplied. Attention to these terms will eliminate delays in starting up any equipment or providing further service or parts. NOTE: Terms pending credit approval.

INTERNATIONAL TERMS: Advanced payment (wire transfer, credit card, or cash in advance) or confirmed letter of credit.

TAXES: The quoted prices do not include state or local sales, duties, use, excise or similar taxes. To avoid any inconvenience, please supply us with one of the following documents:

1. A tax exemption certificate from your state or

2. A statement on your order or letterhead that your firm will pay the appropriate state use tax in accordance with the current tax laws of your state.

Unless we are provided with one of these documents, any such taxes imposed upon Seller will be added to our invoice by a separate item.



WARRANTY: Seller fully warrants that the product supplied shall conform to the description in the quotation and agrees to repair or replace F.O.B. shipping points, any parts excepting expendable items such as filters and lights that fail due to defects in material or workmanship within one year of use or 18 months after shipment, whichever occurs first. Other than those expressly stated herein, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY.

IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT, F.O.B. SHIPPING POINTS, OF DEFECTIVE PARTS. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. THE WARRANTY FOR THE EQUIPMENT PROPOSED IN THIS QUOTATION IS AS STATED IN THE ABOVE PARAGRAPHS. IT IS NOT RE STATED NOR DOES IT APPEAR IN ANY OTHER FORM.

LIMITATION OF LIABILITY: SELLER'S TOTAL AGGREGATE LIABILITY (ARISING OUT OF OR IN CONNECTION WITH BUT NOT LIMITED TO ANY BREACH OF CONTRACT, NEGLIGENCE, TORT, LIQUIDATED DAMAGES, SPECIFIC PERFORMANCE, TERMINATION, CANCELLATION INCLUDING THE REPAYING OF THE CONTRACT PRICE OR PARTS THEREOF, FUNDAMENTAL BREACH, BREACH OF WARRANTIES, MISREPRESENTATION, NONPERFORMANCE, NONPAYMENT, OR ANY OTHER) WHETHER BASED IN CONTRACT, IN TORT, IN EQUITY, ON STATUE, AT LAW OR ON ANY OTHER THEORY OF LAW, SHALL NOT EXCEED THE PAID CONTRACT PRICE. THE BUYER ACKNOWLEDGES THAT THE REMEDIES PROVIDED IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES AVAILABLE TO THE BUYER AT LAW, IN CONTRACT, IN TORT, IN STATUTE OR IN EQUITY OR IN ANY OTHER THEORY OF LAWS.

PATENTS: Seller agrees to indemnify Purchaser against any proven claim and assessed liability for infringement of any United States patent arising from the manufacture or sale of any apparatus furnished by Seller to Purchaser. THE FOREGOING STATES SELLER'S ENTIRE LIABILITY FOR CLAIMS OR PATENT INFRINGEMENT. Seller shall have no liability whatsoever if the claim of infringement arises out of Seller's compliance with Purchaser's specifications. Any parts which Seller does not manufacture are not hereby covered. Seller shall have no liability whatsoever if a claim of infringement is based upon the Purchaser's use of the equipment as part of a patented combination where the other elements of the combination are not supplied by Seller, or in the practice of a patented process. Where the specifications, process, design are supplied by Purchaser, then Purchaser agrees to indemnify Seller in like manner.



THE FOREGOING STATES SELLER'S ENTIRE LIABILITY FOR CLAIMS OR PATENT INFRINGEMENT. Seller shall have no liability whatsoever if the claim of infringement arises out of Seller's compliance with Buyer's specifications. Seller shall have no liability whatsoever if a claim of infringement is based upon the Buyer's use of the equipment as part of a patented combination where the other elements of the combination are not supplied by Seller, or in the practice of a patented process.

PROPRIETARY RIGHTS: Unless otherwise stated herein all design, manufacturing processes, manufacturing information, vendor sources, know-how, equipment, tooling or other hardware, software, or information (collectively referred to as "resources") acquired or utilized by the Seller to produce the finished goods, and any intellectual property rights, including but not limited to patents, copyrights and trade secrets related in any way to the resources, are and shall hereinafter remain the exclusive property of the Seller, regardless of whether such resources are created solely by the Seller, or by Buyer's collaboration with the Seller, for example, where Seller utilizes Buyer's specifications to create resources, and the Buyer shall acquire or receive no rights or title therein or thereto as a result of this purchase whether or not the order provides for Seller's delivery of technical data, drawings or other information to the Buyer in addition to the finished goods. Unless Seller's prior written consent is given, in no event shall the Buyer permit such data, drawings or information to be: (1) disclosed to any third party other than the Buyer's customer; (2) used by the Buyer or the Buyer's customer for manufacture of like or similar goods; (3) used for purposes of duplicating or reverse-engineering Seller's proprietary designs or processes; or (4) used by a party other than the Buyer or the Buyer's customer for any purpose.

SEVERABLE AND INDEPENDENT PROVISION: WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED ITS ESSENTIAL PURPOSE, ALL OTHER LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. ALL SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

SECURITY INTEREST: Seller will retain a security interest in the equipment described on this document until the full purchase price and any charges enumerated on the invoice are paid. If the equipment was leased from Seller immediately prior to purchase, Seller retains a security interest in the equipment until the purchase option price and the monthly lease charges payable under the lease agreement have been paid. The Buyer's failure to pay any amounts when due will give Seller the right to possession and removal of the equipment at any time upon giving at least 10 days prior written notice. Seller's taking of such possession will be without prejudice to any other remedies Seller may have. The title to the



equipment will pass to the Buyer upon shipment from Seller except that title to leased equipment which is installed and being purchased under any schedule enumerated in a lease will pass to the Buyer upon Seller's receipt of full payment of the purchase option price, all lease charges payable under the lease agreement and any other amounts enumerated in the lease or purchase order. At the request of Seller, the Buyer will join with Seller in executing one or more financing statements or other documents reasonably required by Seller to protect the Seller's security interest in a form satisfactory to Seller

INSURANCE: Buyer represents that they have a program of insurance which adequately protects their interest, and that of their employees and agents, including damage to plant, property and equipment; personal injury of any kind, directly or indirectly related in any way to the equipment, service, repair or parts by Seller. Accordingly, Buyer waives any claim against Seller for the foregoing, and on behalf of its Insurance Company, any right of subrogation in connection therewith.

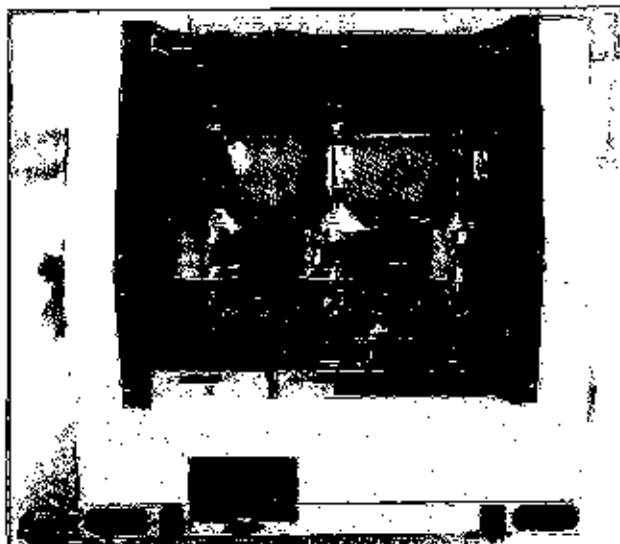
INTERNATIONAL PURCHASES: The Seller and Buyer specifically accept INCOTERMS 2000 and specifically reject the application of CISG (Contracts for the International Sale of Goods) for the purchase of goods or services between the parties.

LAW: This Agreement shall be governed by the Internal laws of the State of New Jersey, USA, and any claims arising hereunder shall be prosecuted in the United States District Court having jurisdiction of causes of action arising in the District in which Seller is located. CISG (the Convention for the International Sale of Goods) is expressly rejected.

U.S. EXPORT CONTROLS: All items furnished by Seller to Purchaser in connection herewith shall at all times be subject to the export control laws and regulations of the U.S. including, but not limited to, 10 CFR Part 810 and U.S. Export Administration Regulations. Purchaser agrees and give assurance that no items, equipment, materials, service, technical data, technology, software or other technical information or assistance furnished by Seller, or any good or product resulting therefrom, shall be exported or re-exported by Purchaser or its authorized transferees, if any, directly or indirectly, unless in accordance with applicable U.S. export laws and regulations. The aforesaid obligations shall survive any satisfaction, expiration, termination or discharge of any other contract obligations.

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DEPARTMENT OF PUBLIC WORKS

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *xl*
RE : CARVER CENTER
DATE: OCTOBER 17, 2016

In 1973, the City provided Carver Foundation with a 99 years land lease for City property located at 7 Academy Street. Federal funding was made available to the City around 1975 for the construction of Carver Center building. Upon completion of the building, there was no clear determination on the long term ownership rights of the building structure.

Through the years, Carver Foundation took on full responsibilities relating to the operation, maintenance and capital repair/replacement of the building. With the passage of time, major capital expenditures will be required in order for the continued operation of the facilities.

In order to raise capital improvement funds, it is essential for Carver Foundation to show ownership control of the building. Attached is a letter from Ms. Novelette Peterkin, Executive Director of Carver Center requesting the City to deed the building and land to Carver Foundation. Subsequent to discussion of this matter at three Land Use and Building Management Committee meetings, the Committee recommended that the City to Quit Claim (release the City's rights) the building structure to Carver Foundation while maintaining ownership of the land. A public hearing was held on July 6, 2016. In addition, the Planning Commission reviewed and recommended the release of the City's rights to the building.

Additionally, the City also owns three of the four small parcels of land adjacent to Carver Center which provide recreation space for Carver Center. There was a separate lease agreement with Carver Center for the use of these properties which has since expired. In the interest of redefining maintenance and repair/replacement responsibilities, it is recommended that in lieu of a separate lease

agreement, the parties will amend the existing long term land lease agreement to include the three property lots.

Finally, the Land Use and Building Management Committee would like to incorporate a right-of-first refusal for the Carver Center owned parcel (Lot 19) in the event that Carver Foundation ceases to have interest on the Leased Premises.

The following is a summary of the terms and conditions to be incorporated in the modification of the relationship between the City and Carver Foundation:

- Existing land lease expiration date to remain unchanged which is scheduled to expire on November 1, 2072
- The Leased Premises shall be redefined to include additional properties identified as Lots 16A, 17 and 18.
- Carver Foundation will have full responsibilities on the maintenance, repair and capital replacement/improvement of all Lease Premises within the land lease agreement.
- The City will execute a Quit Claim Deed to Carver Foundation to release the City's rights to the Building. The Building will be owned by Carver Foundation which will have complete responsibilities for maintenance, operation, repairs and capital improvement of the structure.
- In the event Carver Foundation ceases to provide programs/services to the public at this facility, the City will have the option to terminate the land lease.
- Carver Foundation will grant Right of First Refusal to the City for the purchase of adjacent parcel (Lot 19) currently owned by Carver Foundation.

ACTION REQUESTED:

- I. Authorize the Mayor, Harry W. Rilling, to execute a Quit Claims Deed with Carver Foundation, Inc to release the City's rights (if any) over the Carver Center building structure located at 7 Academy Street.**
- II. Authorize the Mayor, Harry W. Rilling, to amend the existing land lease agreement (dated December 4, 1973) with Carver Foundation, Inc. for the Carver Center to include: a) City owned properties identified as District 1, Block 25 Lots 16A, 17 & 18, to be used as recreation facilities and shall be maintained/repaired/improved by the Carver Foundation;**

and b) in the event the lease is terminated, Carver Foundation would offer the City the Rights of First Refusal in favor of the City for their property identified as D1, B25, L19.



The Carver Foundation of Norwalk, Inc.

Serving the community since 1938

7 Academy Street
Norwalk CT 06850
Telephone 203/838-4305
Fax 203/838-4197
www.carvercenterct.org

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Immediate Past President
Janae Curtis

January 29, 2016

Councilman Tom Livingston, Chairman

Land Use and Building Management Committee of Norwalk Common Council
Norwalk City Hall

Re: George Washington Carver Community Center

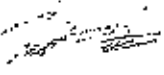
Dear Councilman Livingston:

This letter is to request that the building housing the George Washington Carver Community Center (the "Community Center") located at 7 Academy Street, Norwalk, CT 06850 as well as the site of the Community Center, which consists of the lots identified as District 1, Block 25, Lot 20 and District 1, Block 25, Lot 20A, as more particularly described on Exhibit A (collectively, the "Property"), be deeded to the Carver Foundation of Norwalk, Inc. (the "Carver Foundation") by the City of Norwalk ("Norwalk").

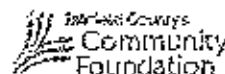
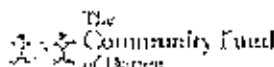
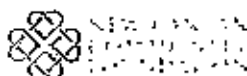
The Carver Foundation has operated the Community Center in its current location since the building's construction in 1975. The Community Center was constructed by the Carver Foundation utilizing Department of Housing and Urban Development Funds. Norwalk acted as the sponsor of the project. It is our understanding that in this role Norwalk took title to the Community Center; however, we have been unable to determine the record owner of the Community Center.

The Carver Foundation intends to raise funds in connection with planned improvements to the Community Center and the land on which it is situated. Prior to making this significant investment in the Community Center, the Carver Foundation would like to establish ownership of the Community Center and take title to the land that it is currently leasing from Norwalk. In order to facilitate such requested transfer of title, we hereby request that Norwalk execute a Quit-Claim Deed, substantially in the form attached hereto as Exhibit B in favor of the Carver Foundation.

Sincerely,


Novelette Peterkin
Executive Director
Carver Foundation of Norwalk, Inc.

Cc: Mayor Harry Rilling
Alan Lo, Buildings & Facilities Manager



28

MAP # 0755
0756

MAP # 0757

CHAPEL

ST.

MAP
0840

MAP
0839

MAP # 0841
0842

carver
center
CITY
OWNED

CITY
OWNED

ACADEMY

2

CHAPEL ST. PLAYGROUND 1"=400'

Memorandum

To: City of Norwalk, Members of the
Land Use and Building Management Committee

CC: Alan Lo, Tom Hamilton

From: William Hodel, Karen Bartron, Joe Rios

Date: 11/01/16

Re: Cameras – Security Design and Support Services

As part of the ongoing security improvements through our capital account expenditures (roughly 2.3 million over two years), and in addition to the Facilities Study, Norwalk Public Schools contracted with a consultant to provide a Security Feasibility Study. As part of this study, D'agostino & Associates detailed a plan for cameras to be installed and upgraded throughout the district.

Norwalk Public Schools is requesting that the Committee approve the contract to refine needs, prepare design, construction documents, the Request for Proposal, bid management and construction services to complete the work needed for security cameras.

ACTION REQUESTED:

Authorize the Purchasing Agent to issue a purchase order to D'agostino & Associates, 1266 East Main Street, Stamford, CT 06902 in the amount of \$30,000 to create a request for proposal, and provide bid management, construction services. At 19 locations. Account #0915-5010-5777-CO260.



PROPOSAL FOR SERVICES

Proposal #660333

December 22, 2015

Karen Bartron
Purchasing Agent
Norwalk Public Schools
125 East Avenue
Norwalk, CT 06852

RE - Security Design & Support Services, Norwalk CT Public School District

Karen Bartron:

D'Agostino & Associates (DA) is pleased to have the opportunity to present this proposal to the Norwalk CT Public School District (Owner) for security design & support services. The services, defined within this proposal, encompass a range of activities required by the Owner, for the design, recommendations and construction administration services required for this security project.

1) SUMMARY

Operationally, our technical support team will work with the Owner to coordinate all aspects of the security systems defined within this proposal and report to the owner in the fulfillment of the services defined within this proposal.

This Proposal is based on the Owner's security budget of \$600,000.

2) OBJECTIVE

DA's team, under the direction of the Owner, will provide security system design, consulting and support services. Services may include but are not limited to providing sketches, drawing documentation, written specifications, product submittal reviews, field reports, punch lists, attending all Owner requested meetings, construction administration services and all other service requested by the Owner to ensure that the security systems described within this proposal are installed in an efficient and effective manner.

Security Systems - Video Surveillance system

1. Define an IP based video surveillance system (IP cameras and network managed system) to meet the requirements of the Owner.
2. Define a Ethernet/ data cabling system to support the above mentioned security system.

3) SCOPE OF SERVICES

a) Requirements Analysis

- i) The first priority of DA's support team will be to perform a "Requirements Analysis" with the Owner and appropriate stake-holders to define the required system(s) parameters to attain a Bid Specification Package to accommodate the Owner's existing security budget of \$600,000.

b) Bid Specification Package

- i) DA's Bid Specification Package shall include detailed written specification and architectural drawings of the systems indicated within article 2 of this proposal.
- ii) The written specifications shall adhere to the latest Master Format requirements. These written specifications shall describe the desired systems and include detailed descriptions for every major component to be used within the construction of these systems. The written specifications shall mandate installation procedures and testing constraints for each security system indicated within this proposal.
- iii) Detailed architectural drawings shall describe the locations of each device. These drawings and or specifications shall also include plan views, riser & wiring diagrams & all pertinent documentation required to obtain a completely installed system for each security system indicated within article 2 of this proposal.
- iv) Front-end legal documentation and contractor requirements with the City ARE NOT INCLUDED with this proposal. DA assumes that all front-end legal documentation and contractor requirements of the City will be provided by the Owner.

c) Bid Management

DA shall provide the following support services:

- i) Prepare all documentation to solicit competitive pricing from GC and/or installation contractors.
- ii) Respond to all Requests For Information.
- iii) Issue all supplemental information (if required) for a complete bid response from the bidding contractors.
- iv) Analysis of all bid submittals.
- v) Make recommendations for award of project to the Owner.

d) Construction Administration Services

The following Construction Administration services shall be provided for all of the technology systems defined within this proposal:

- i) DA shall mandate and attend project & planning meetings with the awarded installation contractors and the Owner as required. These meeting shall ensure that the security systems are coordinated and scheduled with the owner and all stakeholders.
- ii) Respond to all Requests For Information throughout the life cycle of this project.

- iii) Product Submittal reviews.
- iv) Perform periodical and final installation site inspections and issue progress reports and punch lists to the installation contractors.
- v) Track and confirm installation contractor compliance to contractual obligations.
- vi) Track and verify all change order requests.
- vii) Coordinate change order requests and ensure implementation.
- viii) Perform final inspections for verification of the specified systems.
- ix) Inspect and confirm vendor compliance with all final punch list items for a complete system.

4) PRICING

\$ 30,000 (Thirty Thousand dollars)

5) TERMS & CONDITIONS

- a) The above "Pricing" is based on the Owner's security budget of \$600,000 for this project.
 - i) DA's fee represents 5% of this budget.
 - ii) DA's fee shall be increased to represent 5% of all increases above \$600,000 to the Owners Budget for this project.
- b) Pricing presented under this proposal shall remain valid for 30 days from the date of this proposal.
- c) Payment schedule for selected services shall be billed in monthly increments and based on services rendered.
- d) Payment schedule for selected services shall be billed in monthly increments and based on the progress of each phase. As a reference, the phasing costs are as follows:

\$ 4,000	Requirement Analysis
\$ 10,000	Design Development documents
\$ 8,000	Construction Development documents
\$ 1,000	Bid Management services
<u>\$ 7,000</u>	<u>Construction Administration</u>
\$ 30,000	TOTAL
- e) Owner shall provide architectural CAD files (if available) to D'Agostino & Associates in ACAD format, if required.
- f) Pricing does not include Reimbursable Expenses, which includes actual expenditures made by D'Agostino & Associates, which are over and above the basic services provided by this proposal.
 - i) Any reimbursable expense must be approved by the Owner, in writing prior to the actual expenditure is made.

- ii) Reimbursable Expenses include, but are not limited to, expense of reproductions, postage, handling and delivery of drawings, specifications and other documents and electronic data, additional insurance coverage or limits which are in excess of that normally maintained by D'Agostino & Associates and other similar direct project related costs.
- iii) Compensation to D'Agostino & Associates for these pre-approved reimbursable expenses shall be paid for by the Owner and shall include the following:
- (1) Original cost incurred, including 10% profit and overhead fee.

6) CHANGES TO SCOPE OF WORK

- a) If for any reason the Owner increases the existing \$600,000 security budget for this project, DA's fee shall be increased to represent 5% of these increases.

6) SIGNATURES

D'Agostino & Associates Proposal #660333

Project: Security Design & Support Services, Norwalk CT Public School District

Contract Price: \$ 30,000 (Thirty Thousand dollars)

Agreed to By:

Norwalk Public Schools:

D'Agostino & Associates, LLC:

Signature _____

Signature _____

Title _____

Title CEO

Name _____

Name Marc J D'Agostino

Date _____

Date _____

DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

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

RE : DISPOSITION OF CITY PROPERTY AT LOWE STREET
AND MLK DRIVE.

DATE: NOVEMBER 2, 2016

Metropolitan Realty Associates, LLC (MRA) owns a parcel of property located at the northeast corner of Dr. Martin Luther King Drive and Lowe Street. MRA intends to develop 40 units of apartments on this property. As part of this development, MRA would like to acquire a parcel of City owned surplus property adjacent to their property in an effort to clean-up and control the future use of this property. This property is bounded by Metro North Railroad, Lowe Street and MLK Drive (see attached tax map). The property is approximately 0.23 acre excluding a small area along Lowe Street. The City would retain this small area as necessary to maintain access to existing utilities. The surplus property is undeveloped with ledge outcropping throughout. Although the property is technically "buildable", restricted site accessibility and substantial site development costs significantly limit the development options.

Based on MRA's initial request, the Land Use and Building Management Committee was supportive of the sale of this property. Thereafter, a public hearing was held and the proposed disposition was forwarded to the Planning Commission for review as required by the Connecticut State Statutes, Section 8-24. Subsequently, in compliance with the City's disposition process for "buildable" lots, the Purchasing Department issued a Request for Proposals and has since received one proposal which was submitted by MRA.

As a separate process, please note that MRA also requested the roadway abandonment of portion of Bates Court. The roadway abandonment process was handled by DPW and is in final approval stage.

Attached is MRA's proposal to the City. At this time, I would like to request Land Use and Building Management Committee's recommendation on the following and refer the action to the Common Council for final approval:

"Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary for the sale of City Property located at the corner of Dr. Martin Luther King Jr. Drive and Lowe Street (portion of District 2, Block 53, Lot 5, approximately 0.23 ac) to Metropolitan Realty Associates, LLC in the amount of \$35,900."

 M.F. DiScala
& Company, Inc.

Real Estate Investment Bankers & Consultants
.....

DATE: October 18, 2016

TO: Department of Finance – Purchasing Department

FROM: Michael F. DiScala – Manager
Metropolitan Realty Associates, LLC

RE: Sale of Surplus Property – Project 3711
District 2, Block 53, Lot 5 (portion of property)

The following is our response to the RFP dated October 14, 2016 for the above referenced parcel of land.

1. Our proposed bid for the property is \$35,900.
2. A bank check for 5% or \$1,795.00 is enclosed with this offering.
3. I, Michael DiScala, Manager on behalf of Metropolitan Realty Associates, LLC, hereby certify that Metropolitan Realty Associates, LLC is current with payment of taxes to the City of Norwalk and the I am NOT in receipt of any outstanding delinquent tax notice from the City of Norwalk. Tax Payer ID 143816.
4. Bidder is Metropolitan Realty Associates, LLC located at 10 Wall Street, Norwalk, CT 06850, phone 203-854-5046 x 107, fax 203-853-9246, email alanwebber@discala.com. Alan Webber, Chief Financial Officer, should be contacted for the results of the bid whereas Michael DiScala will be out of town beginning November 1.
5. Federal Tax ID 06-0897205
6. Copy of driver's license for Michael DiScala is enclosed
7. Enclosed is a copy of the current bank balance for Metropolitan Realty Associates, LLC. You may also contact our UBS Bank representative Michael Sherman at 203-291-1023. Also enclosed is a balance sheet for Metropolitan.
8. Metropolitan Realty Associates, LLC is a subsidiary of M.F. DiScala & Company who has been a commercial real estate owner and developer in Norwalk for decades. We own many apartment buildings, shopping centers, and commercial buildings all over Norwalk as well as in other parts of Connecticut and around the country.

Ten Wall Street
Norwalk, Connecticut 06850
Tel: (203) 854-5046
Fax: (203) 853-9246
Email: MFDiScala@DiScala.com
Web: www.DiScala.com

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IOREBA

9. We propose to purchase the property to control our surroundings for the proposed 40 unit apartment project located at 1 Bates Court immediately north of the subject property. We would clean the property, fence it, and light it and plan to have the residents of the apartments use it for a recreation area. We would not be comfortable building our project without being able to control this parcel of land based on its current condition and use.
10. There would not be any construction on the site other than fencing and lighting and the cost to clean up the garbage on the site. All of those costs are still to be determined.
11. We would proposed to close on the purchase of the land as soon as we receive our final, unappealable approvals to construct our 40 unit apartment project, which we hope to be in November. Target to close would be around December 1. The construction of the project is expected to be about 12-14 months from the completion of construction drawings, so early 2018. See enclosed rendering and site plan of our project.
12. As stated above, our approvals are almost complete, subject to unforeseen holdups.
13. Don Strait of Land Design Studio in Newtown is our landscape architect for our project and would likely be involved in the plans for this parcel.
14. Signature Contracting Group is the general contractor for the 40 unit apartment project and its owner, Kevin Daley, is also a partner of Metropolitan Realty Associates, LLC. They would be in charge of incorporating this parcel into the apartment project.

Thank you for allowing us to submit this proposal. If you have any questions regarding its contents please call Alan Webber at 203-854-5046 x 107 or email alanwebber@discala.com.

Sincerely,



Michael F. DiScala
Manager – Metropolitan Realty Associates, LLC

1.1 PRICING SHEET #3711 – Surplus Property – 1 Bates Court

Name: <u>Metropolitan Realty Associates, LLC</u>		
Address: <u>10 Wall St, Norwalk, CT 06850</u>		
Phone: <u>203-854-5046</u>	Fax: <u>203-853-9246</u>	Email: <u>Mdiscala@discala.com</u>
Manager: <u>Michael DiScala</u>		Fed ID#: <u>06-0897205</u>

The undersigned acknowledges the receipt of this notice and that their proposal submission reflects the full understanding and acceptance of the terms and conditions outlined therein and understands that in signing this proposal submission agrees to waive their right to plead any misunderstanding regarding the same.

and
alanwebber@
discala.com

A. Portion of 1 Bates Court (District 2, Block 53, Lot 5) [Minimum bid price \$30,000.00]

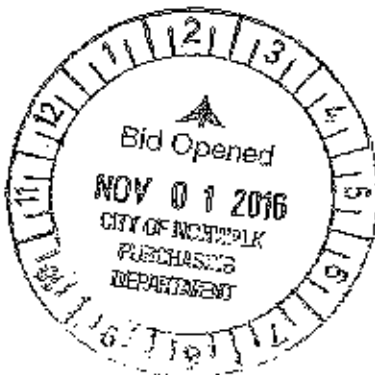
PROPOSED PRICE	\$ <u>35,900</u>
PROPOSED SUM IN WORDS	<u>Thirty five thousand, nine hundred</u>

Bid security in amount of 5% of the proposed price is hereby submitted in the form of Bank check in the amount of \$ 1,795.00.

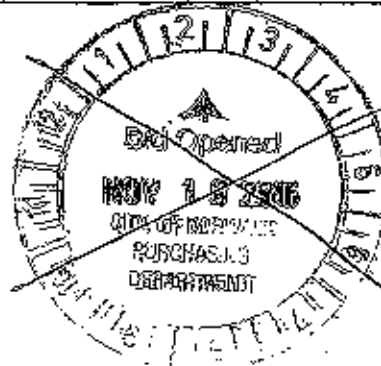
Submitted by - <u>Michael DiScala</u>	
Authorized Agent of Company (name and title) <u>Michael DiScala-Manager</u>	Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

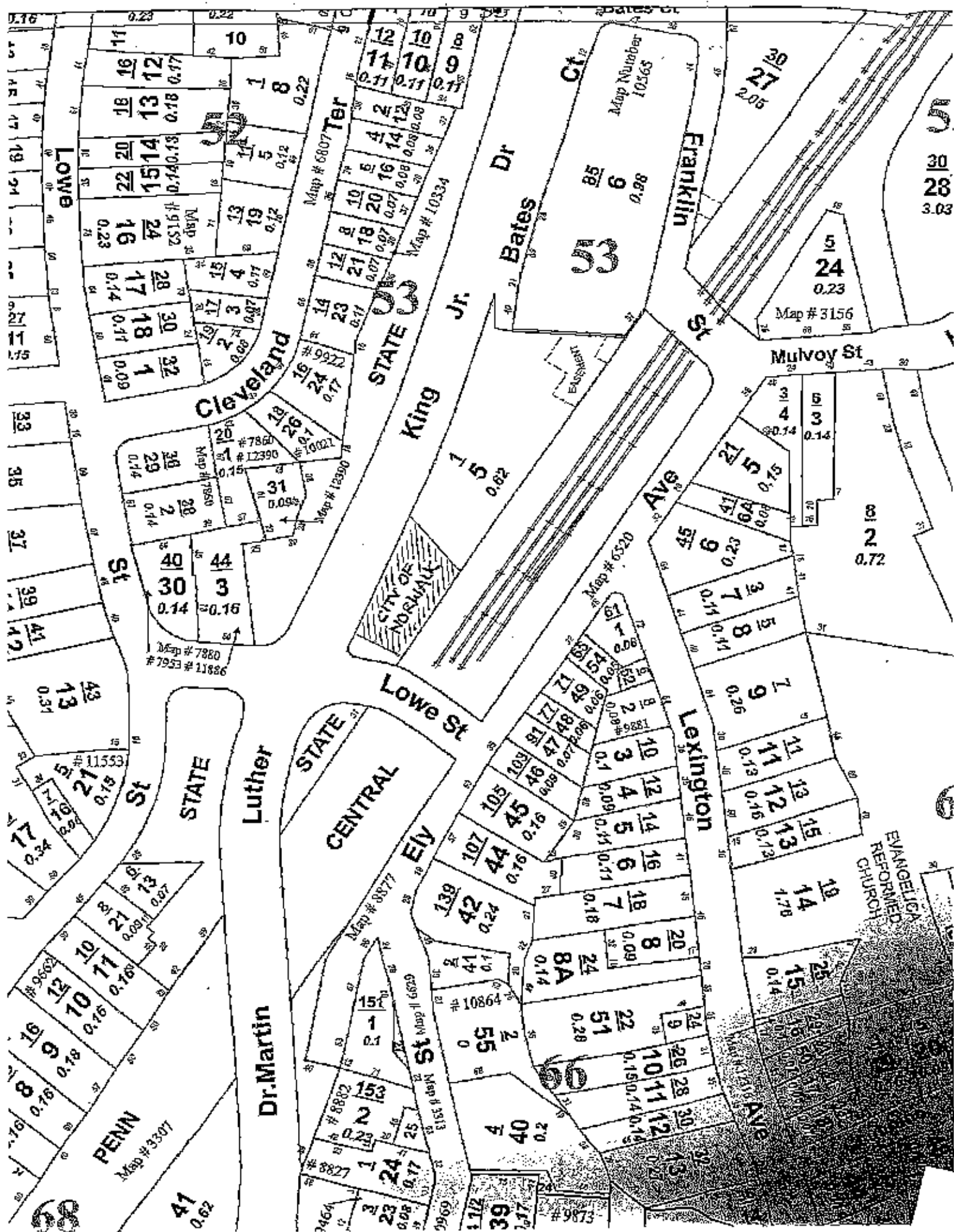
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

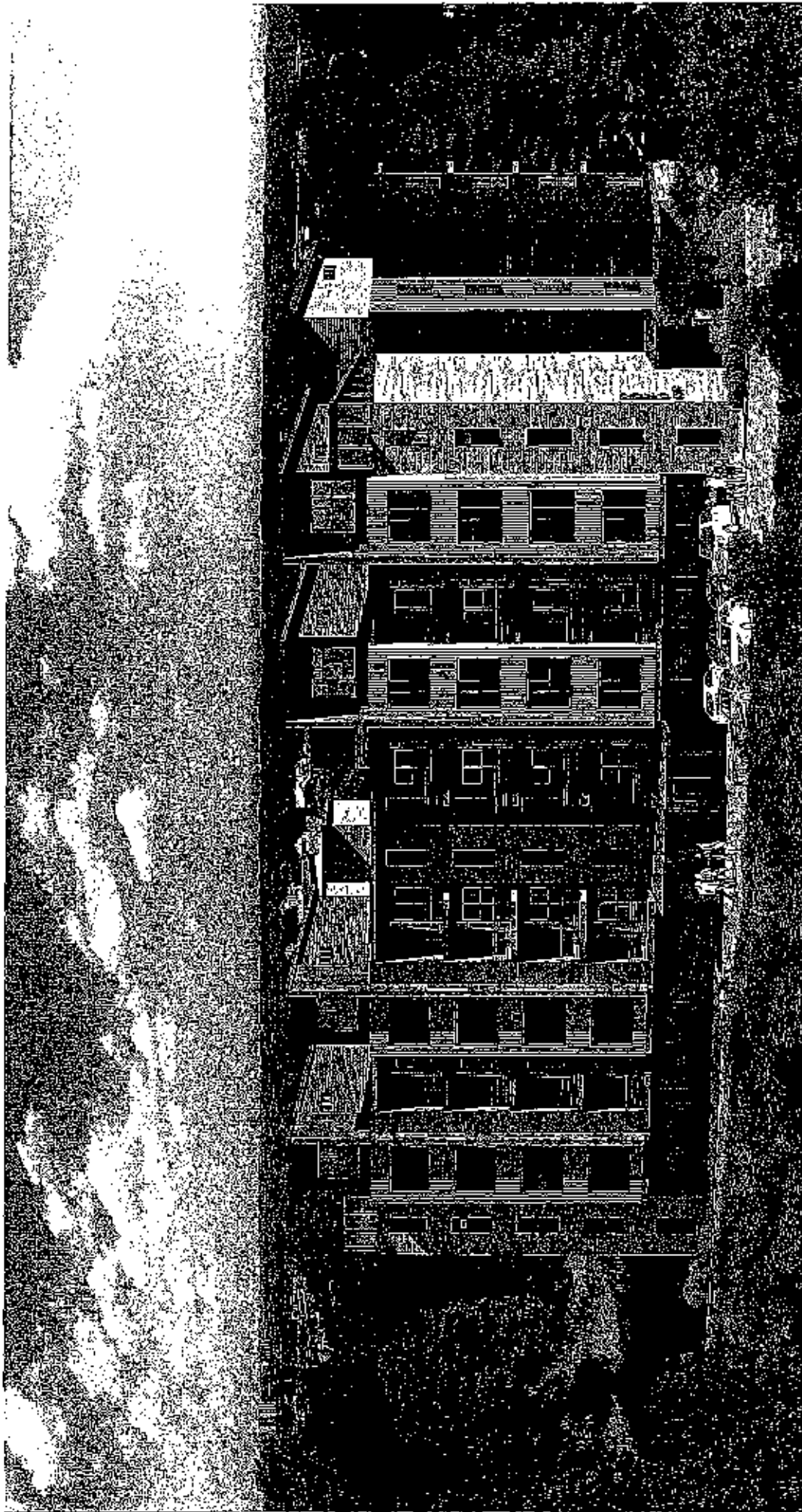


BSL



BSL





M.F. DiScala
& Company, Inc.

SONO/ONE

1 BATES COURT NORWALK, CONNECTICUT 06854



0013 1716

NORWALK

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Bruce J. Chimento, P.E. - Director of Public Works

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

CC: Lisa Burns, P.E. - Principal Engineer

REF: Items To Be Included On November 1, 2016 Public Works Committee Agenda

DATE: October 25, 2016

I have three items that I am requesting to have included on the agenda for the November 1, 2016 Public Works Committee meeting. I have listed the three items below.

1.) PUBLIC HEARING

Public Hearing of Necessity for the abandonment/discontinuance of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0), identified as Parcel X-1 consisting of 92± Sq. Ft. on a map on file in the Department of Public Works entitled "Property Survey Depicting Street Line Revision & Extinguishment of Easement at 13 Day Street, Prepared For Trinity Washington Village Limited Partnership and The Norwalk Housing Authority, Norwalk, Connecticut," dated September 12, 2016. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the Committee may deem advisable. The Public Hearing is scheduled for Tuesday, November 1, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

2.) APPROVAL/AUTHORIZATION

Approve the Necessity for the for the abandonment/discontinuance of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0), identified as Parcel X-1 consisting of 92± Sq. Ft. on a map on file in the Department of Public Works entitled "Property Survey Depicting Street Line Revision & Extinguishment of Easement at 13 Day Street, Prepared For Trinity Washington Village Limited Partnership and The Norwalk Housing Authority, Norwalk, Connecticut," dated September 12, 2016 and appoint Freeholders.

3.) APPROVAL/AUTHORIZATION

Schedule a Public Hearing to hear the Freeholder's Report and any Public comment on said Report for the abandonment/discontinuance of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0), identified as Parcel X-1 consisting of 92± Sq. Ft. on a map on file in the Department of Public Works entitled "Property Survey Depicting Street Line Revision & Extinguishment of Easement at 13 Day Street, Prepared For Trinity Washington Village Limited Partnership and The Norwalk Housing Authority, Norwalk, Connecticut," dated September 12, 2016. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the acceptance of such report, determine if the Freeholder's Report is in the best interests of the City and to take such action on said report that the committee may deem advisable. The Public Hearing is scheduled for Tuesday, December 8, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

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

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

APPLICATION FOR STREET ABANDONMENT

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

This Application shall include:

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

Name and Location of Proposed Abandonment: Hanford Place at 13 Day Street

Application No. _____ Date 10/03/2018

Applicant City of Norwalk Tel. 203-854-7701

Address 126 East Avenue, Norwalk, CT 06851

Attorney Mario F. Coppola, Corporation Counsel Tel. 203-854-7750

Tax Map No. 15SE

Taxing District 2 Block No. 58 Tax Lot No. 46

State Applicants interest in and intended use for proposed abandonment: _____

The abandonment of Parcel X-1 referenced in the Amendment to the Option to Purchase Agreement

by and between the City of Norwalk and the Norwalk Housing Authority, dated February 11, 2015.

List Names and Mailing Addresses of all adjoining property owners:

City of Norwalk

Affected parties:

State reasons, both adverse and beneficial, that this abandonment will be in the best interests of the City of Norwalk: Contract agreement from the obligation referenced above.

Signature of Applicant

FOR D.P.W. USE ONLY

Hearing Date _____

Effective Date _____

☐ Approved

☐ Approved with Conditions

☐ Denied

Comments: _____



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Bruce M. Chimento, P.E.
Director of Public Works

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

CC: Lisa Burns, P.E.
Principal Engineer

REF: Mail List – Public Hearing of Necessity - Abandonment of a Portion of
Hanford Place

DATE: October 19, 2016

I have listed below, all of the people who were mailed by Certified Mail, invitation letters for the Public Hearing of Necessity concerning the abandonment of a portion of Hanford Place.

Ms. Donna J. King
City Clerk
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06851-5125

Sono Square Associates LLC
c/o David Adam Realty
28 Church Lane
Westport, Ct 06880-5346
(85-99 Water Street)

IBI LLC
11 Day Street
Norwalk, ct 06854-0000

Rosa L. Jenkins
11 Hanford Place
Norwalk, ct 06854-0000

10 Elizabeth Street LLC
393 Fortune Boulevard
Milford, MA 01757
(10 Elizabeth Street)

12 Elizabeth Street LLC
393 Fortune Boulevard
Milford, MA 01757
(12 Elizabeth Street)

14 Elizabeth Street LLC
393 Fortune Boulevard
Milford, MA 01757
(14 Elizabeth Street)

PM2016-1 PROPOSED CHANGE ORDER (#2)

ID	STREET NAME	PCI		EST COST	SCOPE	ROAD CLASSIFICATION	W	L	AREA	RATE
8	APPLETREE LANE		39	\$ 33,815.99	Mill & Overlay (Local)	Residential-Thru	686	19	13034	23.35
9	APPLETREE LANE		40	\$ 35,294.82	Mill & Overlay (Local)	Residential-Thru	716	19	13604	23.35
1798	APPLETREE LANE		39	\$ 81,392.91	Mill & Overlay (Local)	Residential-Thru	1426	22	81372	23.35
1461	BUTTERY ROAD		36	\$ 22,104.67	Mill & Overlay (Local)	Residential-Thru	426	20	8520	23.35
1242	CARRIAGE DRIVE		47	\$ 75,280.40	Mill & Overlay (Local)	Residential-Thru	1116	26	29016	23.35
62	COACHMANS CT		46	\$ 79,662.85	Mill & Overlay (Local)	Residential-Dead	1156	26	30056	23.35
90	DRAGON LANE		52	\$ 23,630.20	Mill & Overlay (Local)	End	414	22	9108	23.35
1478	FULLMAR LANE		45	\$ 82,542.25	Mill & Overlay (Local)	Residential-Thru	1515	21	31815	23.35
1480	FULLMAR LANE		59	\$ 37,239.25	Mill & Overlay (Local)	Residential-Dead	562	25	14050	23.35
768	INWOOD ROAD		48	\$ 88,314.89	Mill & Overlay (Local)	End	1702	20	34040	23.35
1575	MAY DRIVE		44	\$ 87,500.28	Mill & Overlay (Local)	Residential-Thru	1606	21	33726	23.35
1576	MAYFLOWER ROAD		46	\$ 31,068.47	Mill & Overlay (Local)	Residential-Thru	479	25	11375	23.35
1577	MAYFLOWER ROAD		39	\$ 71,606.67	Mill & Overlay (Local)	Residential-Thru	1104	25	27600	23.35
1581	MEADOWBROOK LANE		47	\$ 90,221.81	Mill & Overlay (Local)	Residential-Thru	1391	25	34775	23.35
666	NEWTOWN TERRACE		59	\$ 62,824.47	Mill & Overlay (Local)	Residential-Thru	835	29	24215	23.35
573	PURDY ROAD EAST		45	\$ 116,393.22	Mill & Overlay (Local)	Residential-Dead	1689	26	43914	23.35

TOTAL ESTIMATED

COST = \$ 1,018,893.10

390820

SUBTRACT \$ 155,000.00

to be paid from Approved Amendment #1, after Mott, Byington, Union Park and Bedford were delayed by YG

REQUEST \$ 863,893.10
\$ 908,000.00

Adjusted Estimated Total Required to Complete Proposed CO # 2

These streets are currently being proposed due to availability of schedule, to complete more work before Thanksgiving and because the funds are readily available.

RD 2016-1

Extra Patch
(SY)

Conc Curb
(LF) Conc Walk
(SF) Conc Drive
(SF)

Burritt

250 2290 8590 3435

Larsen

810 3040 1215

Novak

1005 3770 1510

250 4105 15400 6160
\$50.00 \$31.00 \$8.00 \$8.00

\$15,000.00 \$127,255.00 \$123,200.00 \$55,440.00 TOTAL = \$320,895.00

10%

Contingency =

Available =

\$32,089.50

\$350,000.00

Environmental Partners

A partnership for engineering solutions.

October 21, 2016

Bruce Chimento
Director of Public Works
City of Norwalk
125 East Avenue
Norwalk, CT 06851

RE: Proposed Scope of Work
MS4 Permit Gap Analysis

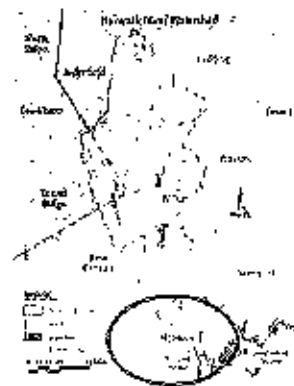
Dear Mr. Chimento:

Thank you for the opportunity to present the following scope of work and budget for an MS4 Permit Gap Analysis. We have performed this service for a number of clients under various levels of analysis, from quick updates for the new permit and 5-year budgets for planning purposes, to a full evaluation using DEEP's auditing materials.

Background

With the issuance of the new MS4 General Permit effective July 2017, DEEP has added water quality-based requirements to its suite of minimum control measures (MCMs). Most of Norwalk's water bodies are classified by the state as Category 4a – No Uses Assessed.

However, sections of the Indian River, Norwalk River, Norwalk Harbor, and Fivemile River are listed as Category 5 – TMDL Required. Sections of the Indian River are impaired due to the presence of E.coli bacteria. Every community in the Norwalk River Watershed has new requirements to mitigate bacteria discharges from their MS4s. Inner and Outer sections of the Norwalk Harbor are impaired for Fecal Coliform, Dissolved Oxygen, Lead, Mercury, Total Nitrogen and Enterococcus. The Norwalk River has causes unknown for impaired water quality, however potential sources could include sedimentation/siltation, industrial point discharges, municipal discharges, landfills, remediation sites, and groundwater contamination. These potential causes for impaired water quality also apply to Fivemile River.



Proposed Scope of Work

Our proposed scope of work will be a streamlined version of DEEP's "Stormwater Management Plan" as described in its "General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems" document. This is the document that guides DEEP's auditors when reviewing municipal programs.

We will also use a list of EPA auditor questions we have compiled from our experience attending audits of our clients' programs.

Quincy, MA • Woburn, MA • Middletown, CT • Hyannis, MA

www.environmentalpartners.com

Data Collection & Preliminary Analysis

Under this proposed scope of work, Environmental Partners will review the following for compliance with the Small MS4 General Permit:

- 2016 Annual Report
- Stormwater Management Plan
- IDDE Plan
- Operations & Maintenance Plan
- Stormwater Pollution Prevention Plans
- Mapping—for a general understanding of comprehensiveness (spatial completeness and data)
- IDDE bylaw, Erosion/Sediment bylaw, Well-Head Protection bylaw, and local Wetlands Protection bylaw/regulations.

Environmental Partners will rely on the City to compile and provide its program records and the documents not readily available via the internet. Environmental Partners will discuss with you the ultimate outcomes you wish to achieve with your program, your staffing levels, and the funding challenges for the upcoming year as they relate to the MS4 program.

Gap Analysis & Deliverables

Following our review, Environmental Partners will draft a letter report which will outline our findings. The letter report would also include a draft schedule of tasks and estimated budgets to maintain compliance with the MS4 Permit requirements for the five year term of the permit. Thereafter, at your convenience, Environmental Partners would meet with you to review the schedule of tasks and budgets, and finalize the letter report as appropriate.

Mock Audit

As an alternative value-add scope item, Environmental Partners can conduct a modified “mock” DEEP audit of the City’s stormwater program. This process would include a joint meeting with members of the Department of Public Works, City Engineering Department, representatives of the Planning Board and Building Department, WPCA, the Conservation Commission, and Wetlands Agent to review the City’s documents using the DEEP’s permit to gauge compliance with the MS4 Permit program goals. This would be followed by a site inspection of the DPW’s facility.

Staffing

This project will be staffed by William G. Murphy, P.E. and Natalie Pommersheim.

Schedule/Budget

Environmental Partners will obtain publically available information immediately and will attend the mock audit meeting within three weeks of the issuance of a Notice to Proceed. We anticipate two weeks to complete the draft deliverable for your review.

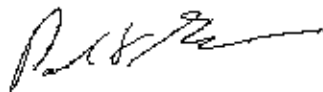
Environmental Partners

A partnership for engineering solutions.

Environmental Partners' proposed fee for the Gap Analysis is \$5,125. We can also conduct the mock audit with city staff, for an additional fee of \$2,375. We are proposing to complete the combined work for \$7,500, which includes all labor and expenses associated with performing the above outlined work.

If you have any questions or need additional information, please feel free to call us at (617) 657-0200 or (860) 740-6260.

Sincerely,
ENVIRONMENTAL PARTNERS GROUP, INC.



Paul F. Gabriel, P.E., LSP
President



William G. Murphy, P.E.
Project Manager



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

To: City of Norwalk, Department of Public Works Committee

From: Chris Torre, Superintendent of Operations

CC: Bruce Chimento, Director of Public Works
Lisa Burns, Principal Engineer
Kathryn Hebert, Administrative Services Manager

Date: October 27, 2016

Re: Tree Removal/Trimming Contract

Resolution:

Authorize the Mayor, Harry W. Rilling, to execute an Agreement with the F.A. Bartlett Tree Expert Company per RFP# 3708 for Tree Removal/Trimming Services not to exceed \$100,000 per year.

Account No. 0140 29 5296

Norwalk Purchasing Department					
Response Summary Project #3708					
Tree Removal and Trimming Services					
Thank you for your response to our Request for bids submission. The following is a summary of the submitted bids for this solicitation process.					
Contractors					
A. Tree Removal	The P.A. Bartlett Tree Expert Company	Allgehead Tree & Squibb Cove Co.	Don's Landscaping and Tree Services LLC	North-Eastern Tree Service Inc.	
Item	DBH (Diameter at Breast Height)				
1	9-14"	\$270.00	\$850.00	\$200.00	
2	15-18"	\$650.00	\$700.00	\$850.00	
3	19-23"	\$1,000.00	\$900.00	\$800.00	
4	24-36"	\$1,300.00	\$1,800.00	\$1,200.00	
5	37"-and over	\$1,400.00	\$3,200.00	\$1,800.00	
B. Tree Trimming					
Item	DBH (Diameter at Breast Height)				
1	13-18"	\$185.00	\$200.00	\$155.00	
2	19-24"	\$200.00	\$350.00	\$320.00	
3	25-36"	\$420.00	\$650.00	\$440.00	
4	37"-and over	\$625.00	\$1,200.00	\$520.00	
C. Emergency Removal and Trimming (Hourly Rate)			Dock's Landscaping & Millmen \$/hour/day		
Item	LABOR				
1	Crew Chief	\$77.00	\$150.00	\$100.00	
2	Trimmer	\$72.00	\$125.00	\$100.00	
3	Groundsmen	\$70.00	\$100.00	\$100.00	
	EQUIPMENT				
4	Box Truck	\$50.00	\$100.00	\$100.00	
5	50'-60' Aerial Lift w/Box Truck	\$45.00	\$225.00	\$100.00	
6	75' and over Aerial Lift w/Box Truck	\$60.00	\$325.00 - min \$3200/Day	\$300.00	



INVITATION TO BID

September 26, 2016

The City of Norwalk is soliciting bid submissions for Tree Removal and Trimming Services at various locations. This work consists of removing major dead wood, diseased wood, stubs and any leaders that may be considered dangerous. The requirements of these services are discussed in greater detail within Section 2 – Projects Specifications.

PROJECT NUMBER:	3708
DEADLINE:	2:00 PM October 20, 2016
BID TITLE:	TREE REMOVAL AND TRIMMING SERVICES

BID DOCUMENTS for this project are available over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download the required software from Adobe.

All questions concerning this solicitation must be directed in writing to Carleen Megaro, Buyer, via e-mail to cmegaro@norwalkct.org. The deadline for the submission of questions for this bid solicitation is 2:00 PM, October 11, 2016. Please include the Project Number and Bid Title in the subject line, thank you.

Bidders will be required to provide:

- 10% bid bond with your response (see Section 3.1 B).
- Performance, labor, and materials bond for 100% of the project upon award if the contract value exceeds \$50,000.00 (see sect. 3.1B & C).
- Copies of current certifications as applicable to this solicitation.
- Original bid response, plus nine (9) copies.

Continued to Next Page

1.1 PRICING RESPONSE FORM - BID #3708 - TREE REMOVAL AND TRIMMING SERVICES

Vendor Name - The F.A. Bartlett Tree Expert Company		
Address - 476 Canal Street, Stamford, CT 06902-5910		
Phone - (203) 327-9376	Fax - (203) 967-2374	Email - dboyle@Bartlett.com
Manager - David Boyle, Arborist Representative		Fed ID# 06-0254490

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

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

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

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

A. Tree Removal

Cost of tree removal based on the diameter of the tree at the DBH
(Diameter at Breast Height).

Item	DBH (Diameter at Breast Height)	COST
1.	8 - 14"	\$500
2.	15 - 18"	\$790
3.	19 - 23"	\$1,000
4.	24 - 36"	\$1,300
5.	37" - and over	\$1,590

PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	The F.A. Bartlett Tree Expert Company

B. Tree Trimming

Cost of tree trimming based on the diameter of the tree at the DBH (Diameter at Breast Height).

Item	DBH (Diameter at Breast Height)	COST
1.	13 - 18"	\$160
2.	19 - 24"	\$200
3.	25 - 36"	\$295
4.	37" - and over	\$555

C. Emergency Removal and Trimming

Cost at time and material rates.

Item	LABOR	HOURLY RATE
1.	Crew Chief	\$110
2.	Trimmer	\$105
3.	Groundman	\$95
	EQUIPMENT	
4.	Box Truck	\$40
5.	50 - 60' Aerial Lift w/ Box Truck	\$45
6.	75' and over Aerial Lift w/ Box Truck	\$50

PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	The F.A. Bartlett Tree Expert Company

Bid Security in the form of a (check one) is attached.	☒ Bond	☐ Certified Check
Cost for performance bond <u>included in lump sum</u>	\$ 15.00	per thousand dollars
Insurance Agency Name -	York International Agency, LLC	Tel.- (914) 457-1267
Agency Address -	500 Mamaroneck Ave., Suite 220, Harrison, NY 10528	

Submitted by	<i>Matthew Farin</i>	
Authorized Agent of Company (name and title)	Matthew Farin, Vice President	Date 10/17/2016

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	10/7/2016	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	The F.A. Bartlett Tree Expert Company

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to provide this information may be regarded as justification for rejecting a bid.

1. Number of years in business 109.

2. Number of personnel employed: Pt. time , Full 29.

3. List six contracts of this type/size your firm has completed within the last three years: ^{*Local Office Only}

Project	Date	Contact Person	Phone No.
Town of Natick, Natick MA	April 2013 - Present	Tam Marinovich	(774) 274-9758
Bentley University, Waltham, MA	October 1996 - Present	Ryan Gaffey	(781) 891-2000
Forestry Work East Hudson Watershed	October 2016 - Present	Joe Brunetto	(845) 808-1760
Ft. George G. Meade	October 2014 - Present	David Roman	(443) 741-4310
Ft. Belvoir Tree Pruning	October 2013 - December 2013	James Stephan Johnson	(703) 779-0900
Nettleton Reserve Orchard Reclamation	October 2014 - January 2015	Robert Eckendrode	(203) 800-3129

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership
	☐	limited partnership
	☐	limited liability corporation
	☐	limited liability partnership,
	☒	corporation doing business under a trade name
	☐	individual doing business under a trade name
	☐	other (specify)

PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	The F.A. Bartlett Tree Expert Company

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No

6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name	The F.A. Bartlett Tree Expert Company				
Address	Corporate Office: 1280 E. Main Street				
City	Stamford	State	Connecticut	Zip	06905
Name of Agent	Matthew Farin, Vice President				

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	The F.A. Bartlett Tree Expert Company

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
N/A			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION

BARTLETT TREE EXPERTS



COMPANY HISTORY

Francis A. Bartlett founded The F. A. Bartlett Tree Expert Company on June 6, 1907. Just two years prior, he had graduated from the agricultural college at the University of Massachusetts. He was later awarded a Ph.D. Agric. Hort. by that institution. After graduation, he taught horticulture and managed the campus farm at the Hampton Institute in Virginia for two years. He then relocated to the New York City suburbs where he founded the company and began his mission to care for shade and ornamental plantings on properties where valuable trees were in a general state of decline.

Only 25 years old at the time, Mr. Bartlett worked out of a rented room until he was able to attract a few young professionals like himself to his fledgling organization. Most had degrees in agriculture or horticulture and, like Mr. Bartlett, were curious about plants. As a result, their purpose was not only to correct whatever was causing area trees to decline, but also to prevent it from happening in the future. They worked to preserve the health and beauty of their clients' trees.

In 1920, Bartlett Tree Experts became a Connecticut corporation, headquartered in Stamford. Rapid expansion followed with several offices opening in the East and as far West as Chicago. By the mid-1920s, Bartlett was an established leader in the industry.

Other important periods of growth occurred in the late 1970s and 1980s when offices were opened in Texas, California and the Pacific Northwest. In 1994, with the acquisition of Southern Tree Surgeons, Ltd., the largest tree care firm in Europe, Bartlett expanded its business globally. Several subsequent acquisitions resulted in additional offices in Great Britain as well as new locations in Ireland and Canada. Today, Bartlett has nearly 100 offices worldwide, all of which are company owned and managed; none are franchised.

Until the early 2000s, and since World War II, public utility line clearance was also a major part of the company's business. This portion developed when, in 1922, Francis Bartlett was asked for help in keeping existing power lines clear of the excessive tree growth that caused outages during storms. During the Great Depression, the company was sustained by these services. In 2001, Bartlett divested this portion of the business to focus on its residential and commercial tree care clients.

In addition to our client services, Bartlett is also well known in the tree care industry for its research. By 1927 there was enough scientific work in progress to warrant the establishment of The Bartlett Tree Research Laboratories. The first facility was located in Stamford, Connecticut and since 1963, on a large property in Charlotte, North Carolina. In 2001 the Company also established a research facility in the United Kingdom to support its operations in Europe. The labs are staffed with Ph.D.s and technicians that specialize in plant pathology, entomology, physiology, horticulture, botany, agriculture, biology, forestry and other related disciplines. New discoveries are continually made to the benefit of the industry as well as the company's customers.

Today, Robert A. Bartlett, Jr., the third generation of Bartlett family management, leads the company in fulfilling Francis Bartlett's mission. From the start, the founder demanded quality workmanship, safe work practices, good service, competitive pricing, good value for his clients and total integrity every step of the way. Over 100 years later, these are the same values Bartlett people live by today. The company's employees continue to work to provide scientific, preventive care that protects the health, beauty, value and longevity of trees and shrubs.



**BARTLETT
TREE EXPERTS**

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PRUNING • FERTILIZATION • PEST & DISEASE MANAGEMENT • REMOVAL
CALL 877 BARTLETT 877.227.8638 OR VISIT WWW.BARTLETT.COM

BARTLETT TREE EXPERTS



FACT SHEET

Bartlett Tree Experts maintains healthy trees and shrubs through services including:

- Pruning
- Fertilization
- Soil Analysis
- Pest & Disease Management
- Cabling & Bracing
- Tree Lightning Protection Systems
- Tree/Stamp Removal
- Tree Inventories
- Street Tree Maintenance
- Urban Planning & Consultation

With an experienced staff of arborists as well as a unique scientific research facility, Bartlett offers unparalleled expertise, innovation and service in the arboricultural industry. Founded in 1907 by Francis A. Bartlett, the company is now under its third generation of family management. Its corporate headquarters is located in Stamford, Connecticut.

Highlights

- Nearly 100 local offices serving 27 U.S. states, Canada, Great Britain and Ireland.
- A commitment to treating trees and nurturing them back to good health – to achieve a balance of nature, science and environmental responsibility.

- A staff of scientists including Ph.D.s and technicians trained in plant pathology, entomology and physiology that aid our field staff in plant diagnosis and treatment.
- Advanced arboricultural technology like hand-held computers to store landscape data, global positioning systems to map plant locations and a patented root care program that leverages supersonic air tools.
- An unsurpassed safety record in the arboricultural field with a commitment to ongoing training in safety techniques and procedures.
- A tangible plan for reducing our carbon footprint through naturally-based service offerings as well as sustainable operating practices like use of bio-diesel fuels in many trucks and other equipment.
- The 350-acre Bartlett Tree Research Laboratories in Charlotte, North Carolina where new discoveries are made to benefit the industry as well as customers.
- 1,500+ employees worldwide including highly skilled arborists who understand the unique needs of the plant life in the areas in which they operate.



**BARTLETT
TREE EXPERTS**

SCIENTIFIC TREE CARE SINCE 1907

PRUNING • FERTILIZATION • PEST & DISEASE MANAGEMENT • REMOVAL
CALL 877 BARTLETT 877.227.8638 OR VISIT WWW.BARTLETT.COM



THE F.A. BARTLETT TREE EXPERT COMPANY

Technical Management Proposal

Technical Approach:

Bartlett has been conducting similar projects for over 30 years. Additionally, with the list of equipment provided in the bid package (and project references included), Bartlett is more than equipped and qualified to satisfy all needs and requirements of this contract. Finally, we have professional mechanic services available to repair our machinery promptly. The project supervisor shall be available 24/7 for emergency response; a dedicated crew foreman shall also be identified to be available with standby vehicle(s) should emergencies arise.

Project Supervisor: David Boyle – Dave has over 16 years' experience working directly in the commercial and municipal tree service contracting business. He holds ISA Certified Arborist and CT Arborist licenses as well as undergraduate degrees in Forestry and Urban Economics and Planning. Dave has worked with Bartlett Tree Experts for 5+ years and currently works as our Divisional Commercial Arborist Representative for Fairfield, Nassau, northern Westchester, Putnam and Dutchess counties.

Management Chart:

Please See Attached Management Chart

List of Officers

Robert A. Bartlett, Jr.	Chairman of the Board – Chief Executive Officer
Gregory S. Daniels	Vice Chairman – Chief Business Development Officer
James B. Ingram	President – Chief Operating Officer
John E. Signorini	Executive Vice President and Treasurer – Chief Financial Officer
John J. Bedosky	Senior Vice President – Assistant to the Chairman for Operation, Assistant Secretary and Assistant Treasurer
David T. McMaster	Vice President – Metropolitan Division East
Matthew Farin	Vice President – Assistant Secretary

Key Personnel:

Office Address:

Bartlett Tree Experts
476 Canal Street
Stamford, CT 06902



THE F.A.BARTLETT TREE EXPERT COMPANY

Supervisory Personnel:

-David Boyle, ISA Certified Arborist: Arborist Representative, Project Supervisor/Manager

- Education:

- BScF Forestry - UNB Fredericton, NB, Canada
- BA Economics - UNB Fredericton, NB, Canada

- Work Experience:

- 2015 - present: Commercial Arborist Representative with BTE, Stamford, CT
- 2011 - 2015: Arborist Representative with BTE, Danbury, CT
- 2009 - 2011: Arborist Representative with The Care of Trees, Mt. Vernon, NY
- 2000 - 2008: Commercial Arborist Representative with Tru Green Tree Care, San Jose, CA

-David T. McMaster: Division Manager

-Doug Williams: Local Manager, Stamford

Technical Personnel:

Employee Name	Title	Bartlett Hire Date
JOE CLEARY	Foreman	3/28/2016
CHRISTOPHER JENSEN	Tree Worker/Groundman	3/15/2016
CHRISTOPHER CLARK	Tree Worker/Groundman	5/26/2016
HUGO HERNANDEZ	Tree Worker/Groundman	6/1/2015
CHRISTOPHER NORELLI	Tree Worker/Groundman	4/29/2013
JOSE ESPINAL	Tree Worker/Groundman	3/16/2010
JAIMIE GONZALEZ	Tree Worker/Groundman	8/15/2016
MBELVIN GARCIA	Tree Worker/Groundman	11/14/2011
JAKE POLLAK	Tree Worker/Groundman	5/22/2015
JUAN SANCHEZ	Foreman	2/12/2012
JOSE GARCIA	Tree Worker/Groundman	4/7/2003
MATTHEW HELMAN	Tree Worker/Groundman	1/22/2016
VICTOR GARCIA	Tree Worker/Groundman	4/18/2007
ENRIQUE VERGARA	Tree Worker/Groundman	6/17/2014
JOSE MENDOZA	Foreman	4/17/2000
ALEC BENOIT	Tree Worker/Groundman	4/17/2015



THE F.A. BARTLETT TREE EXPERT COMPANY

DANIEL URCIUOLI	Tree Worker/Groundman	4/3/2006
MARK TORNELLO	Tree Worker/Groundman	5/15/1987
MIGUEL MOLINA *	Tree Worker/Groundman	4/19/2004
LAURIE WILLIAMS	Tree Worker/Groundman	8/29/1994

Financial Records:

Please See Attached Financial Statement

Stockholders:

Name	Address	Percentage of Ownership	Business Phone Number
F.A. Bartlett Testamentary Trust	c/o Frederick M. Tobin 1290 E. Main St. Stamford, CT 06902	43.78%	(203) 323-1131
Robert A. Bartlett Jr.	29 Bartlett Lane Stamford, CT 06903	9.35%	(203) 323-1131
Estate of Frank B. Heisinger	1290 E. Main St. Stamford, CT 06902	9.36%	(203) 323-1131
Ann Heisinger Dillon	1290 E. Main St. Stamford, CT 06902	9.20%	(203) 323-1131
Nancy B. Cook	1290 E. Main St. Stamford, CT 06902	6.99%	(203) 323-1131
Elizabeth B. Hubbard	1290 E. Main St. Stamford, CT 06902	6.10%	(203) 323-1131

**Includes only stockholder of 5% or greater*

Equipment:

Please See Attached List of Equipment



THE F.A. BARTLETT TREE EXPERT COMPANY

Commitment to Give Notice

The F.A. Bartlett Tree Expert Company commits to give notice to the City of Norwalk of any changes in key personnel listed above, and accepts the City of Norwalk's option to reject such candidate.

9



**THE F.A. BARTLETT TREE EXPERT COMPANY
AND SUBSIDIARIES**

Consolidated Financial Statements

October 3, 2015 and September 27, 2014

(With Independent Auditors' Report Thereon)



KPMG LLP
Stanford Square
2001 Summer Street
Stanford, CT 06805-4017

Independent Auditors' Report

The Board of Directors
The F.A. Barlett Tree Export Company

Report on the Financial Statements

We have audited the accompanying consolidated balance sheets of The F.A. Barlett Tree Export Company and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of October 3, 2013 and September 27, 2014, and the related consolidated statements of income, comprehensive income and retained earnings, and cash flows for the fifty-three week period and fifty-two week period then ended, respectively, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of October 3, 2015 and September 27, 2014, and the results of its operations and its cash flows for the fifty-three week period and fifty-two week period then ended, respectively, in accordance with U.S. generally accepted accounting principles.

KPMG LLP

Stamford, Connecticut
January 8, 2016

THE H.A. BARTLETT TREE EXPERT COMPANY
AND SUBSIDIARIES

Consolidated Balance Sheets

October 3, 2015 and September 27, 2014

Assets	2015	2014
Current assets:		
Cash	\$ 13,275,495	9,883,323
Accounts receivable (net of allowance for doubtful accounts of \$250,000 at October 3, 2015 and September 27, 2014)	30,134,617	27,061,290
Inventories, principally materials and supplies	4,570,856	4,141,505
Prepaid expenses and other current assets	5,348,758	5,178,667
Total current assets	53,329,746	46,264,825
Property, plant and equipment (note 2)	137,349,141	123,230,252
Less accumulated depreciation	(82,988,792)	(78,248,634)
Net property, plant and equipment	54,360,349	44,981,618
Other assets:		
Deferred compensation trust assets (note 4)	20,494,005	28,676,841
Intangible assets, net (note 3)	3,064,630	5,103,062
Deferred income taxes (note 8)	12,597,960	18,431,623
Other assets (note 7)	7,139,073	7,818,120
Total other assets	39,295,668	60,029,646
	\$ 166,185,763	153,476,149
Liabilities and Stockholders' Equity		
Current liabilities:		
Current portion of long-term debt (note 3)	\$ 12,889,414	11,344,788
Accounts payable and other accrued expenses	6,532,666	5,884,830
Accrued salaries and commissions payable	14,473,308	12,395,634
Income taxes payable (note 6)	2,745,699	2,410,682
Total current liabilities	36,641,087	32,035,934
Long-term debt (note 3)	23,921,569	23,989,178
Deferred compensation and other benefits (note 4)	45,490,616	42,731,449
Insurance reserves	750,000	750,000
Deferred rent cost	32,384	80,862
Total liabilities	106,835,666	103,587,470
Stockholders' equity (note 8):		
8% cumulative preferred stock, \$25 per value per share		
Authorized 7,485 shares; issued 9,840 shares	237,000	237,000
Common stock, \$1 stated value per share, Authorized 12,875 shares; issued 12,692 shares	12,692	12,692
Retained earnings	64,878,668	61,319,976
Accumulated other comprehensive income (loss) (note 9)	(6,124,270)	(6,027,072)
	59,004,074	55,542,546
Less treasury stock at cost:		
Preferred stock - 841 shares at October 3, 2015 and September 27, 2014	(19,585)	(19,585)
Common stock - 3,822 shares at October 3, 2015 and September 27, 2014	(1,634,282)	(1,634,282)
Total stockholders' equity	57,380,207	53,888,679
	\$ 166,185,763	153,476,149

See accompanying notes to consolidated financial statements.

**THE F.A. BARILETTI TREE EXPERT COMPANY
AND SUBSIDIARIES**

Consolidated Statements of Income, Comprehensive Income and Retained Earnings

Fifty-three and fifty-two week periods ended
October 3, 2015 and September 27, 2014

	2015	2014
Net sales	\$ 226,663,511	211,010,081
Costs and expenses:		
Cost of sales	104,733,705	98,205,137
Selling	78,659,881	74,194,871
General and administrative	30,914,563	24,995,297
	<u>214,328,149</u>	<u>197,395,305</u>
Operating income	<u>11,735,362</u>	<u>13,614,776</u>
Other expenses (income):		
Interest	1,481,395	1,233,447
Other	<u>(273,711)</u>	<u>(223,882)</u>
	<u>1,207,684</u>	<u>1,010,565</u>
Income before income taxes	<u>10,527,678</u>	<u>12,604,211</u>
Income tax expense (note 6)	<u>5,180,368</u>	<u>5,221,284</u>
Net income	<u>5,347,310</u>	<u>7,382,927</u>
Retained earnings, beginning of year	61,319,926	55,547,587
Dividends paid or accrued (note 5)	<u>(1,790,078)</u>	<u>(3,612,798)</u>
Retained earnings, end of year	<u>\$ 64,877,158</u>	<u>61,934,716</u>
Comprehensive income:		
Net income	\$ 5,347,310	7,382,927
Other comprehensive income (loss) (note 9):		
Currency translation adjustment	(1,010,158)	(315,059)
Pension, net of tax	<u>812,934</u>	<u>(5,148,896)</u>
Total comprehensive income	<u>\$ 5,149,086</u>	<u>1,921,172</u>

See accompanying notes to consolidated financial statements.

**THE F.A. BARTLETT TREE EXPERT COMPANY
AND SUBSIDIARIES**

**Consolidated Statements of Cash Flows
Representing Increases (Decreases) in Cash**

Fifty-three and fifty-two week periods ended
October 2, 2015 and September 27, 2014

	2015	2014
Cash flows from operating activities:		
Net income	\$ 3,348,810	7,385,137
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	14,106,788	12,929,162
Amortization	2,080,622	2,672,341
Gain on sale of property and equipment	(1,377,944)	(1,236,661)
Deferred taxes	(710,021)	(3,748,753)
Deferred rent cost	(48,578)	(39,574)
Changes in operating assets and liabilities:		
Accounts receivable	(3,073,347)	(1,324,868)
Inventories	(429,251)	(328,138)
Accounts and taxes payable and accrued liabilities	3,060,477	4,823,847
Prepaid expenses and other current assets	(170,891)	(1,414,492)
Other assets and deferred charges	(1,030,117)	(4,697,987)
Deferred compensation and other benefits payable	3,302,851	4,856,426
Net cash provided by operating activities	21,022,199	18,977,480
Cash flows from investing activities:		
Purchases of property and equipment	(21,388,326)	(21,695,343)
Intangibles acquired in purchase transactions	(12,190)	(4,183,000)
Proceeds from sale of property and equipment	2,569,375	1,245,719
Net cash used by investing activities	(18,831,141)	(24,135,634)
Cash flows from financing activities:		
Borrowings for purchases of equipment and acquisitions	16,810,108	19,129,545
Payments on equipment notes and acquisition line	(12,332,088)	(10,829,349)
Payment of dividends	(1,790,078)	(1,612,798)
Net cash provided by financing activities	1,687,942	6,687,398
Effect of exchange rate changes on cash	(425,628)	338,985
Net change in cash	9,392,172	1,868,199
Cash balance at beginning of period	9,883,323	8,015,124
Cash balance at end of period	\$ 19,275,495	9,883,323
Supplemental disclosures of cash flow information:		
Cash paid during year for:		
Interest	\$ 1,481,895	1,233,447
Income taxes, net of refunds	5,511,531	6,634,033

See accompanying notes to consolidated financial statements.



STAMFORD PRODUCTION EQUIPMENT LIST

TOYOTA	VEHICLE	MODEL	VIN	BODY	ENGINE	TRANSM.	HOIST SIZE	REG#	Alt	SP#	
1017-15	02	INTL	4300	1HTMMAALO3HJ554586	CHIP	DT466E	DIESEL	11R/22.5	J84264	✓	826 HR
1306-15	07	Sterling	Acterra	2FZACGCS47AY57876	Log Loader	MBE-900	DIESEL		50047-A	✓	
1355-15	07	GMC	C5500 4x4	1GDE5C3947F426134	CHIP	DURAMAX	DIESEL	245/70R 19.5	K72614	✓	389YD
1418-15	07	Sterling	Acterra	2FZACGCS57AY58572	BUCKET	MBE-900	DIESEL		K58034	✓	182 RU
1465-15	9	Izuzu	NRR	J8DE5168A7300532	SPRAY		DIESEL		K76403	✓	390YD
1458-15	10	GMC	NRR	JALE5W167A7300476	SPRAY		DIESEL		K77273	✓	391YD
1570-15	13	Freightliner	M2 106	1FVACXDT1DHFB1877	BUCKET		DIESEL		K92856	✓	K7817
1628-15	13	FORD	F 550	1FDUF5GTODEA42492	CHIP		DIESEL		K98654	✓	K7818
1689-15	14	Freightliner	M2106	1FVACXDT6EHFZ0584	CHIP		DIESEL	11R/22.5	L2D430	✓	
1703-15	14	Freightliner	M2106	1FVACWD7EHFZ0619	CHIP		DIESEL	11R/22.5	L2D402	✓	R6973
1767-15	15	Freightliner	M2106	1FVACWD18FHGP7221	CHIP		DIESEL	11R/22.5	L28819	✓	
1880-15	16	Freightliner	NRR	JALE5W166G7302437	SPRAY		DIESEL	11R/22.5	AE22062		
1842-15	16	Freightliner	M2106	1FVACWD15GHHHD4411	CHIP		DIESEL	11R/22.5	AE20637		AM388
1883-15	17	Freightliner	M2106	1FVACXDT3HFFHV8833	BUCKET		DIESEL	11R/22.5	AE07192		
1884-15	17	Freightliner	M2106	1FVACXDT0HHFHV8837	BUCKET		DIESEL	11R/22.5	AB52698		
176-12	13	GMC	3500 4X2	1GC3CZCG8DF184351	Service					✓	

STAMFORD PRODUCTION EQUIPMENT LIST

EQUIP #	YR	MAKE	MODEL	VIN#	BODY SERIAL	ENGINE	FUEL TYPE	TIRE SIZE	PLATE #	Tax Paid	SE #
562-51	06	Brush Bandit	200	4FMUS15176R021816	CHIPPER	CAT	DIESEL	245/75 R 16 LT	V75735		135 NY
646-51	08	Brush Bandit	200xp	4FMUS16138R022851	CHIPPER	CAT	DIESEL	245/75 R 16 LT	V92420	✓	950 RL
733-51	12	Brush Bandit	1390	4FMUS1513CR001170	CHIPPER	CAT	DIESEL		W12827	✓	J8704
734-51	12	Brush Bandit	1390	4FMUS1515CR001171	CHIPPER	CAT	DIESEL		W12860	✓	J8705
808-51	14	Brush Bandit	1390	4FMUS1514ER001536	CHIPPER	CAT	DIESEL		W18497	✓	N0044
884-51	15	Brush Bandit	1590	4FMUS1610FR003302	CHIPPER	CAT	DIESEL		W24412	✓	
160-40	82	BEAN	10-80	A259436	SPRAYER	Wisconsin 4 CY	GAS	600GAL	NA		
230-40	88	Hydracell	D-10	NONE	IPM	Honda 11 HP	GAS		NA		
274-40	80	Hydracell	D-10	B1083A	SPRAYER	Honda 8 HP	GAS		NA		
298-40	00	Hydracell	D-10	KW2108105931	IPM	Honda 8 HP	GAS		NA		
364-40	05	M/W	840G	48987	IPM/SKID		GAS		NA		
151-64	07	Brush Bandit	2900	4FMUS12077R291080	Stamp Grinder				NA		
231-20	07	Bandit Trailer		1BBSG12138E218004	SG TRAILER	NA	NA			✓	
288/69	12	Atlas		39920	Air Corp						
78-31	00	Nw Holnd	LS170	164837	Skid Steer		Diesel	10 - 16.5	NA		978 HR
335-20	14	cam	38CAM612	6JPBU1721EP034506	TRAILER					✓	



THE F.A. BARTLETT TREE EXPERT COMPANY

1290 E. MAIN STREET, P.O. BOX 3067, STAMFORD, CT 06905-0067

References for RFPs (Municipal, State, Federal, etc.)

Project Name

Forestry Work in the East Hudson WATERSHED

Contract Number

CRO 549

Company Name & Address

NYC DEP
59-17 Junction Blvd, 17th Floor
Flushing, New York 11373

Individual Point of Contact

Joe Brunetto, Project Manager
845-808-1760 (o)
jbrunetto@dep.nyc.gov

Synopsis of Project

Tree services contract that requires: felling, trimming, stumping, grubbing, clearing vegetation, emergency response, removal and disposal of trees, and perform related services on and adjacent to DEP-owned or operated properties and facilities in emergency and non-emergency situations.

Project is on time and on budget.

10/16 - present

\$202,800.00

Project Name

Ft. George G. Meade - FGGM FY14 Tree Removal, Pruning & Stump Grinding

Contract Number

W91QV1F6-14-C-0007



THE F.A. BARTLETT TREE EXPERT COMPANY

1290 E. MAIN STREET, P.O. BOX 3067, STAMFORD, CT 06905-0067

Company Name & Address

Sabree, Incorporated
9687 Gerwig Lane, Suite A
Columbia, MD 21046

Individual Point of Contact

David Roman, Project Manager
443.741.4310 (o)
443.878.6143 (m)
daroman@sabreecinc.com

Synopsis of Project

Tree pruning, removal, and stump grinding for about 420 trees on base including work in environmentally sensitive areas (wetlands), secure areas, and along roadways.

Work included development of detailed work plans for 46 individual work zones in six large areas, coordination of work with prime contractor, pruning to reduce tree risk (both climbing and aerial lift), removal (both conventional and with crane), and grinding of stumps to allow re-establishment of turf.

Project is on time and on budget.

10/2014 - present

\$330,000.00

Project Name

Ft. Belvoir Tree Pruning, Removal and Planting

Contract Number

W91QV1-13-C-0119

Company Name & Address

Knight Solutions
208 South King Street



THE F.A. BARTLETT TREE EXPERT COMPANY

1290 E. MAIN STREET, P.O. BOX 3067, STAMFORD, CT 06905-0067

Leesburg, VA 20175

Individual Point of Contact

James Stephan Johnson, Director of Project Management

703.779.0900 (o)

703.779.0918 (f)

703.581.8994 (m)

jjohnson@knightfirst.com

Synopsis of Project

Tree pruning, removal, and re-planting on base.

Required coordination with prime contractor and base personnel.

Tree pruning (climbing & aerial lift), conventional tree removal, and planting replacement trees to maintain canopy.

Completed on time and on budget.

10/2013 – 12/2013

\$305,000.00

Project Name

Newport Village Tree Preservation

Contract Number

HP-704758

Company Name & Address

Home Properties

850 Clinton Square

Rochester, NY 14604

Individual Point of Contact

Ryan Kelly, Landscape Architect

585.546.3320 (o)



THE F.A. BARTLETT TREE EXPERT COMPANY

1190 W. MAIN STREET, P.O. BOX 3067, STAMFORD, CT 06905-0067

585.262.9338 (m)

ryankel@homeproperties.com

Synopsis of Project

Pruning for hazard reduction and tree removal to take out trees that were dead, in decline or had out-grown the available space at a large apartment community in Alexandria, VA. Also includes invasive species manageable in perimeter woodlands.

Required coordination with residents and staff.

Tree pruning (climbing & aerial lift), conventional tree removal, and selective herbicide application.

Completed on time and on budget.

02/2012 ~ 05/2012

\$453,000.00

Project Name

Nettleton Reserve Orchard Reclamation Project

Contract Number

Nettleton Reserve RP 2015

Company Name & Address

Newtown Forest Association (NFA)

Individual Point of Contact

Robert Eckenrode
President, NFA
rtedesign@gmail.com
(203) 300-3129

Synopsis of Project



THE F.A. BARTLETT TREE EXPERT COMPANY

1290 E. MAIN STREET, P.O. BOX 3067, STAMFORD, CT 06905-0067

Tree pruning and removal of selected trees to release existing orchard trees and abate invasive vegetation over 8 -10 acre private land trust. In preparation of tree planting project to memorialize 2014 Sandy Hook Tragedy.

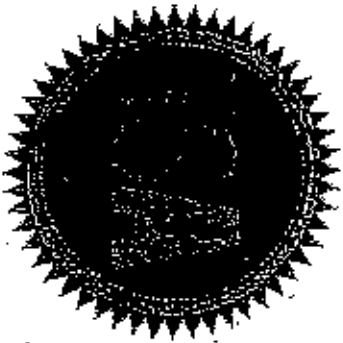
Project duration Oct 2014 to Jan 2015 -- project finished on time and on budget.

\$64,000.00

INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

David B. Boyle

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiles Executive Director
International Society of Arboriculture

Steve Howard
Certification Board, Chair
International Society of Arboriculture

WE-8072A

JUL 23, 2014

DEC 31, 2017

Certification Number

Certified Since

Expiration Date

Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 22843-ZUR-18-B

Bid Bond

CONTRACTOR:

(Name, legal status and address)

The P. A. Bartlett Tree Expert Company
1290 East Main Street
Stamford, CT 06902

OWNER:

(Name, legal status and address)

The City of Norwalk
125 East Avenue
Norwalk, CT 06856-6125

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1400 American Lane
Schaumburg, IL 60196-1058
State of Inc: Maryland

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of the Amount Bid (10% of the Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Tree Removal and Trimming Services

The Contractor and Surety are bound to the Owner to the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of October, 2016

(Witness)

(Witness) Marisol Mejia

(Principal)

(Title)

(Surety)

(Title)

The P. A. Bartlett Tree Expert Company

Fidelity and Deposit Company of Maryland

(Seal)

(Seal)

Nicholas Cirillo, VP

Kristin B. Bender, Attorney-In-Fact

CORPORATE ACKNOWLEDGMENT

STATE OF Connecticut

COUNTY OF Fairfield

On this 20th day of October, 2016 before me
personally came

Nicholas Cirillo to me known,

who, being by me duly sworn, did depose and say that he/she resides in
144 Old Tavern Road
Orange, CT 06477 that he/she is the

Vice President of The F. A. Bartlett Tree Expert Company

that corporation described in and which executed the above instrument; that he/she
knows the seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of said
corporation, and he/she signed his/her name thereto by like order.

(SEAL)

Mertha Carford

Mertha Carford #148948
My Commission exp. July 31, 2017

State of NJ }
County of Morris } ss:

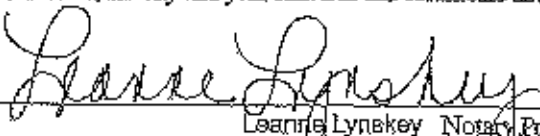
On October 17, 2016, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Kristin S. Bender

known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 3/18/2017


Leanne Lynskey Notary Public



ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kristin S. Bender of Montstown, New Jersey, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of October, A.D. 2015.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Thomas O. McClellan

By: Thomas O. McClellan
Vice President

Eric D. Barnes

By: Eric D. Barnes
Secretary

State of Maryland
County of Baltimore

On this 14th day of October, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Thomas O. McClellan, Vice President and Eric D. Barnes, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that before is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

By: Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Bank Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition As Of December 31, 2015

ASSETS

Bonds	\$ 142,878,497
Stocks	22,315,096
Cash and Short Term Investments	337,835
Reinsurance Recoverable	24,731,651
Other Accounts Receivable	19,935,844
TOTAL ADMITTED ASSETS	\$ 210,198,923

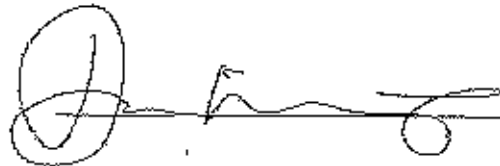
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 46,436
Ceded Reinsurance Premiums Payable	40,456,309
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 40,502,745
Capital Stock, Paid Up	\$ 5,000,000
Surplus	164,696,178
Surplus as regards Policyholders	169,696,178
TOTAL	\$ 210,198,923

Securities carried at \$37,996,983 in the above statement are deposited with various states as required by law.

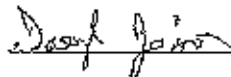
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be \$212,137,795 and surplus as regards policyholders \$171,635,049.

I, DENNIS H. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.

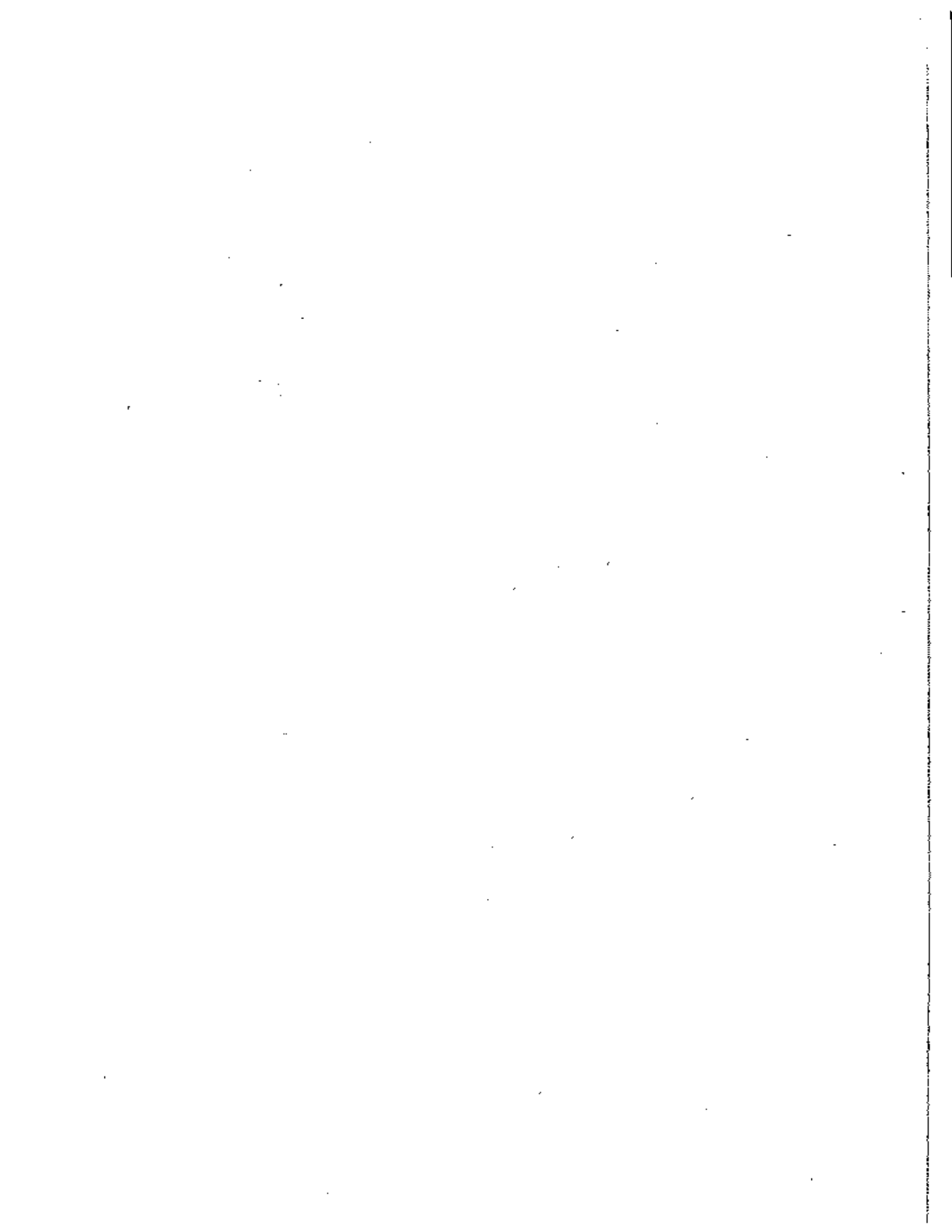

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.


Notary Public





1.1 PRICING RESPONSE FORM - BID #3708 - TREE REMOVAL AND TRIMMING SERVICES

Vendor Name - <u>Almstead Tree & Shrub Care Co.</u>		
Address - <u>80 Lincoln Ave Stamford CT</u>		
Phone - <u>203-348-4111</u>	Fax - <u>203-708-0077</u>	Email - <u>gnorman@almstead.com</u>
Manager - <u>Gary Norman</u>		Fed ID# <u>13-4031893</u>

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

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

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

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

A. Tree Removal

Cost of tree removal based on the diameter of the tree at the DBH (Diameter at Breast Height).

Item	DBH (Diameter at Breast Height)	COST
1.	8 - 14"	\$270.00
2.	15 - 18"	\$630.00
3.	19 - 23"	\$1,180.00
4.	24 - 36"	\$1,780.00
5.	37" - and over	\$2,410

PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	Almstead Tree & Shrub Care Co.

B. Tree Trimming

Cost of tree trimming based on the diameter of the tree at the DBH
(Diameter at Breast Height).

Item	DBH (Diameter at Breast Height)	COST
1.	13 - 18"	\$ 185 ⁰⁰
2.	19 - 24"	\$ 320 ⁰⁰
3.	25 - 36"	\$ 420 ⁰⁰
4.	37" - and over	\$ 525 ⁰⁰

C. Emergency Removal and Trimming

Cost at time and material rates.

Item	LABOR	HOURLY RATE
1.	Crew Chief	\$ 77 ⁰⁰
2.	Trimmer	\$ 73 ⁰⁰
3.	Groundman	\$ 70 ⁰⁰
	EQUIPMENT	
4.	Box Truck	\$ 50 ⁰⁰
5.	50 - 60' Aerial Lift w/ Box Truck	\$ 55 ⁰⁰
6.	75' and over Aerial Lift w/ Box Truck	\$ 60 ⁰⁰

PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	Almstead Tree & Shrub Care Co.

Bid Security in the form of a (check one) is attached.	☐ Bond	☒ Certified Check
Cost for performance bond <u>included in lump sum</u>	\$ 1,314.00	per thousand dollars
Insurance Agency Name -	Flanders Group	Tel.- 800-4102-6435
Agency Address -	2850 Clover St Pittsford NY 14534	

Submitted by	Gary Norman, Branch Manager
Authorized Agent of Company (name and title)	Almstead Tree & Shrub Care Date 10/16/16

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	10/7/16	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	Almstead Tree & Shrub Care Co.

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to provide this information may be regarded as justification for rejecting a bid.

1. Number of years in business 52

2. Number of personnel employed: Pt. time , Full 125

3. List six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
Town of Greenwich	2010 - present	Steve Gaspardini	203-662-7824
Town of New Canaan	2005 - present	Bob Horan	203-594-3026
City of Stamford	2012 - present	Bob Robinson	203-977-1400
City of Norwalk	2000 - present	Paul Sobalik	203-854-7891
Central Park Conservancy	2013 - present	Russell Fredericks	212-628-1036
Village of Pelham	1954 - present	Michael Shorman	914-738-2015

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	general partnership
	limited partnership
	☒ limited liability corporation
	limited liability partnership
	corporation doing business under a trade name
	individual doing business under a trade name
	other (specify)

PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	Almstead Tree & Shrub Care Co

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
		X	
	Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name	N/A		
Address			
City		State	Zip
Name of Agent			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	Almstead Tree & Shrub Care Co.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
N/A			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION



80 Lincoln Avenue
Stamford, CT 06902
Phone (203) 348-4111
Fax (203) 708-0071
www.almstead.com

arbor care plant health care lawn care organic consulting

Key Personnel:

Michael Almstead – Owner

Gary Norman – Branch Manager

Miguel Perez – Foreman

Rafael Martinez – Foreman

Hugo Roberto Rosa – Climber/Bucket Operator

Raul Coyt – Climber/Bucket Operator

Aldaberto Rolon – Grounds man/Bucket Operator

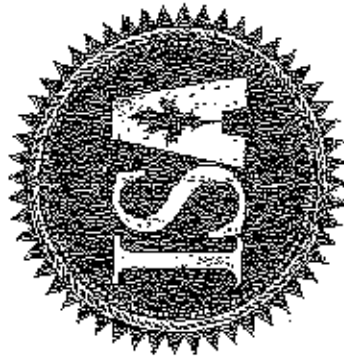
Services to be rendered including but not limited to tree removal, pruning, stump grinding and consulting. Overall responsibility for coordinating and scheduling of work will be with manager, Gary Norman. Work assignments will be routed to crew with foreman having job site responsibility. Supervision of crew will be by manager and/or owner, who has oversight of all operations. Any proposed change to this outline will be presented to the city.

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Gary Robert Norman

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

Shirley Kincaid

Certification Board, Chair
International Society of Arboriculture

MI-0743A

Jan 07, 2008

Jun 30, 2018

Certification Number

Certified Since

Expiration Date

STATE OF CONNECTICUT ♦ DEPARTMENT OF ENVIRONMENTAL PROTECTION

*This Certifies That the Person Listed Below
Is Certified as a Supervisory Pesticide Applicator or Arborist
as provided by the Connecticut General Statutes*

Certification Number S-5585 *Expires:* 01/31/2019

NORMAN, GARY
19 SKY EDGE DRIVE
BETHEL CT 06801



80 Lincoln Avenue
Stamford, CT 06902
Phone (203) 348-4111
Fax (203) 708-0071
www.almstead.com

arbor care plant health care lawn care organic consulting

List of Equipment:

#75 - 2000 International 4000 Series (steel dump truck)

#87 - 2008 Ford F750 (chip dump truck)

#62 - 2015 Freightliner R (bucket truck)

#65 - 2007 International (bucket truck)





ALMSTEAD

TREE & SHRUB CARE CO.

80 Lincoln Avenue
Stamford, CT 06902
Phone (203) 348-4111
Fax (203) 708-0071
www.almstead.com

arbor care plant health law lawn care organic consulting

Rates for Consultant Services:

\$125 per hour for licensed arborist consultation. May include but not limited to hazard tree assessments, resistograph testing, soil testing. Hourly or lump sum cost per project will be considered.





STERLING
NATIONAL BANK

BANK CHECK

403 E. SANFORD BOULEVARD
MOUNT VERNON, NY

REMITTER ALMSTEAD TREE & SHRUB CARE CO.

DATE 10/18/16

258604

BRANCH 512

PAY
TO THE
ORDER OF

One Thousand Three Hundred Fourteen and 00/100
CITY OF NORWALK
PURCHASING DEPARTMENT

\$1,314.00

MEMO _____

No Signature Required over \$5,000.00

⑈258604⑈ ⑈221970443⑈ 511499⑈



STERLING
NATIONAL BANK

BANK CHECK

403 E. SANFORD BOULEVARD
MOUNT VERNON, NY

DATE 10/18/16

258604

REMITTER ALMSTEAD TREE & SHRUB C.

BRANCH 512
ORIGINATOR PROWOQ
TIME 13:21:43

CHECK AMT \$1,314.00
FEE AMT \$0.00

TO CITY OF NORWALK
PURCHASING DEPARTMENT

MEMO _____

NON-NEGOTIABLE

1.1 PRICING RESPONSE FORM - BID #3708 - TREE REMOVAL AND TRIMMING SERVICES

Vendor Name - <u>Paul Landscaping and Tree Service LLC</u>		
Address - <u>433 Hilltop Rd Orange CT 06477</u>		
Phone - <u>203 295 4474</u>	Fax - <u>203 299 7821</u>	Email - <u>paul@donstrack.com</u>
Manager - <u>Dan V. Tagliano</u>		Fed ID# <u>46 1756529</u>

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

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

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

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

A. Tree Removal

Cost of tree removal based on the diameter of the tree at the DBH (Diameter at Breast Height).

Item	DBH (Diameter at Breast Height)	COST
1.	8 - 14"	350
2.	15 - 18"	700
3.	19 - 23"	900
4.	24 - 36"	1800
5.	37" - and over	3200



PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	Dans Landscaping And Tree Service LLC

B. Tree Trimming

Cost of tree trimming based on the diameter of the tree at the DBH (Diameter at Breast Height).

Item	DBH (Diameter at Breast Height)	COST
1.	13 - 18"	200
2.	19 - 24"	350
3.	25 - 36"	850
4.	37" - and over	1200

C. Emergency Removal and Trimming

Cost at time and material rates.

Minimum \$4000⁰⁰/Day

Item	LABOR	HOURLY RATE
1.	Crew Chief	150
2.	Trimmer	125
3.	Groundman	100
	EQUIPMENT	
4.	Box Truck	100
5.	50 - 60' Aerial Lift w/ Box Truck	225
6.	75' and over Aerial Lift w/ Box Truck	325 — min \$3200/day

PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	Deas Landscaping and Tree Services LLC

Bid Security in the form of a (check one) is attached.	☐ Bond	☐ Certified Check
Cost for performance bond <u>included in lump sum</u>	\$ 30.00	per thousand dollars
Insurance Agency Name -	Ferguson & Mc Gowan	Tel. - 203-269-9565
Agency Address -	6 North Main St Wallingford CT 06492	

Submitted by		
Authorized Agent of Company (name and title)	Sarah Malnar	Date 10-18-16

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	10-7-16	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	



1.2 STATEMENT OF BIDDERS QUALIFICATIONS

PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	Dan's Landscaping and Tree Service LLC

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to provide this information may be regarded as justification for rejecting a bid.

1. Number of years in business 24

2. Number of personnel employed: Pt. time _____, Full 14

3. List six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
Town of Southbury	8/15	Jim Soguen	203 948 4574
Town of New Britain	12/13	Michael McCaffrey	203 788 2853
Town of Shillington	6/16	Anthony Vasilou	203 877 1779
Town of Haddam	8/13	Mark Albino	203 407 2244
Town of Wallingford	11/15	Henry McCaffrey	203 294 2105
City of New Britain	9/16	Salvatore Bryant	203 498 8800

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐ general partnership
	☐ limited partnership
	☒ limited liability corporation
	☐ limited liability partnership
	☐ corporation doing business under a trade name
	☐ individual doing business under a trade name
	☐ other (specify)

[Handwritten Signature]

PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	Dns Landscaping And Tree Service LLC

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
		☒	
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
		☒	
6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name	N/A		
Address			
City		State	Zip
Name of Agent			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.



PROJECT	3708 - Tree Removal and Trimming Services
VENDOR NAME	<i>Dms Landscaping And Tree Service LLC</i>

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
<i>N/A</i>			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION





Don's Landscaping & Tree Service LLC

433 Hilltop Road
Orange, Connecticut 06477
(203) 795-4474

Statement of Education and Experience

Dominic Vitagliano, Jr, the owner of Don's Landscaping & Tree Service, LLC duties and responsibilities include: managing of employees, customer relations and tree removals. Dominic devotes more than 50 hours per week to managing and working for the business.

Dominic Vitagliano Education:

- 1984-1992 Apprentice with Vitagliano Realty, learning all aspects of constructing and building of new homes.
- 1987 Graduate of Amity High School, Woodbridge CT
- 1988 Gateway Community College
- 1989-1991 Quinnipiac University – classes in business and finance management
- 2008 Completed 10 hour Occupational Safety and Health Training Course in Construction Safety & Health
- 2008 Completed Adult CPR Court from the American Red Cross
- 2008 Completed Arboriculture 101 from The Connecticut Tree Protective Association

Key Personnel:

Paul Bowery – Licensed Arborist and Salesman. Paul has been employed with Don's Landscaping & Tree Service, LLC since October, 2009. Paul is the company salesman and oversees our tree removal and pruning division. Paul devotes 40-50 hours per week.

Paul Bowery Education:

- 1970 Graduate of East Haven High School
- 1974 Graduate of Southern Conn. State University with Degree BA Biology
- 1975-1987 Petroleum Inspector for 11 years in the Middle East and 1 year in Connecticut
- 1988 Arboriculture and Ornamental/Turf Courses Quinnipiac University
- 1989 to present CT Arborist License 62419
- 1995 to present ISA Certified Arborist – International Society of Arboriculture



Don's Landscaping & Tree Service LLC

433 Hilltop Road
Orange, Connecticut 06477
(203) 795-4474

LIST OF EQUIPMENT

- 2011 Kubota Mini Excavator -- Model KX161
 - 2010 Ford F-350 4X4
 - 2007 Volvo VHD84F Dump Truck
 - 2007 Ford F-350 Super Duty
 - 2005 Vermeer Grinder -- Model 752
 - 2005 Ford F-550 4X4
 - 2004 Ford XL -- F-250 4X4
 - 2004 Case Loader - Model 85XT with multiple attachments
 - 2003 Ford F-550 Mason Dump 4X4
 - 2003 Terex Loader
 - 2003 Mitsubishi FE-640
 - 2002 International Aerial Lift Bucket Truck -- 62' Reach
 - 2002 Ford F-550 Utility Body
 - 2002 Mitsubishi FB-6
 - 2001 Brush Bandit Chipper -- Model 254 -- 20" capacity
 - 2001 Brush Bandit Chipper -- Model 1890
 - 2001 W.H.O. Tub Grinder - Processing of wood material/products 12 ft. tub, 800 hp
 - 2001 Isuzu Pick-up
 - 2001 Eager Beaver
 - 2000 Ford Mason Dump -- F-450
 - 2000 Freightliner FL-70 14' body with 30 yard container
 - 2000 Samsung Excavator
 - 2000 Big Tex Trailer
 - 1997 Case Skidsteer -- Model 1845C with multiple attachments
 - 1996 John Deere Backhoe -- Model 310D
 - 1995 Hudson 20 Ton Flatbed Trailer
 - 1995 John Deere 644 Front end loader
 - 1993 Mack Truck -- Prentice 120 Log Loader, Model RD688C -- 45' reach
 - 1992 International 4000 Series Dump Truck (Loam deliveries, removal of debris, wood, grindings, etc.)
 - 1989 International Chip Truck Arbor Tech Chipbody
 - 1989 Ford L800 Platform -- 45' Crate
 - 1988 International Aerial Lift Bucket Truck -- 55' Reach
-
- 12 Scag Walking Mowers -- 52"- 61"
 - 4 Scag Riding Mowers
 - 3 Xmark Walking Mowers
 - 1 Toro 223D Master Rider Mower (6' cutting capability)
 - 1 John Deere 935F Rider Mower (6' cutting capability)
 - Various Trimming & Edging Equipment



Don's Landscaping & Tree Service LLC

433 Hilltop Road
Orange, Connecticut 06477
(203) 795-4474

I would like to thank you for this opportunity to introduce myself and my company to you. Don's Landscaping & Tree Service LLC has been in business since July 1992. We are a landscaping company offering a full line of services including landscape maintenance, landscape construction, tree removal, fencing, excavation and snow removal. We carry General Liability Insurance and Workmen Compensation Insurance up to 3 million dollars. Additional insurance/and or bonding can be acquired. Whether the job is standard or prevailing wage, we can fulfill your needs upon your request.

Annual maintenance programs can be set up to fit your specific needs. Our lawn service crews are equipped with the latest commercial equipment to give a neat, clean appearance every time. We have parking lot sweeping machines for sand removal and a vacuum truck for weekly paper pick-ups.

Our tree division is equipped with a full line of up-to-date equipment including chip trucks, bucket truck, log truck for removing wood, tri-axel truck, crane truck (for larger tree removals), backhoe, skid steers, stump grinding equipment, along with an experienced staff that are state licensed.

We are a fully staffed company, which includes full time secretarial/office staff, multiple mowing crews, licensed arborist and horticulturist, and a full time shop mechanic.

Our customer list includes: SOVA MERRITT LLC & HINES INTEREST L.P.-HINES CORPORATE CENTER, CROWN PROPERTIES-CORPORATE CAMPUS, PENSKE TRUCK TERMINAL, EASTERN BAG & PAPER, FEDERAL EXPRESS, VARIOUS LOCATIONS FOR BENCHMARK SENIOR LIVING AND THE JEWISH CENTER OF NEW HAVEN, just to name a few.

We are sure that you will find our service excellent and our pricing competitive. If I may be of any further assistance, you can reach me on my cell phone at (203) 410-8199.

Thank you for your time.

Sincerely yours,

Dominic Vitagliano/Owner



Don's Landscaping & Tree Service LLC

433 Hilltop Road
Orange, Connecticut 06477
(203) 795-4474

We would like to thank you for this opportunity to introduce our company to you. Don's Landscaping & Tree Service LLC has been providing professional landscaping and tree services to clients in New Haven County and the surrounding counties since 1992.

LANDSCAPE MAINTENANCE

Your landscape is typically the first thing visitors see. Its appearance directly impacts their first impression and the perceived value of your property. At Don's Landscaping & Tree Service LLC we offer a full range of ground maintenance services to keep your property growing in beauty and functionality. We can design a landscape maintenance plan that meets your unique needs while enhancing your properties overall curb appeal.

YEAR ROUND DEPENDABILITY

Our uniformed staff of professionals will be there when you need us all year long. Our services range from large tree removal to storm related emergencies. Whether you need a privacy (vinyl) or security (chain-link) fence, we can provide that service as well. We offer asphalt and concrete (walks-aprons) services including repairing, patching or replacement. If you ever have a question or concern regarding your property, we will always be here to provide the answers.

PROFESSIONAL LANDSCAPING SERVICES

- | | |
|--------------------------------------|---|
| * Complete Lawn Maintenance | * Snow Removal Services |
| * Tree Removal, Storm Damage/Pruning | * Complete Excavation Service |
| * Irrigation Maintenance | * Concrete/Asphalt Projects (Rip & Replace) |
| * Fencing | * Retaining Walls |

A FULL SERVICE LANDSCAPE COMPANY

We're thankful that the majority of our original customers remain with us today and we would love the opportunity to provide the same great service for you as we have the following:

- | | |
|------------------------------------|-----------------------------|
| * Penske Truck Leasing | * City of Milford |
| * Federal Express | * Danbury Housing Authority |
| * SOVA Merritt LLC | * Town of Cheshire |
| * Corporate Center (WPLR Building) | * Town of Trumbull |

We are sure that you will find our service excellent and our pricing competitive. If I may be of any further assistance, you can reach me on my cell phone at (203) 410-8199. Please visit our website @ www.donstreecare.com for additional details.

Don Vitagliano, Owner

