

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

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

Torgny Astrom, Planning Commission

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

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.

VII. COMMON COUNCIL COMMITTEES

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.
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 firearm purchase in the amount of \$29,217.33.

Account # 013042 5327.

B. PERSONNEL COMMITTEE

1. Approval of new pay scale for poll workers.
2. 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
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.
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.

D. PUBLIC WORKS COMMITTEE

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.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

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 Scrasis
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, VII.A.1, VII.A.2, VII.A.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, VII.D.1, VII.D.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 Caudela 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 1 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. Igneri moved the following items 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.

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

VII. F. PUBLIC WORKS – Continued

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 THE ITEM VII F3 UNTIL THE MEETING OF OCTOBER 25, 2016.**

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

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 6:22 p.m.

Respectfully submitted,
M. Knox;
Telesco Secretarial Services

ATTEST _____
Donna King, City Clerk Date:

From: Torgny Astrom [<mailto:torgnyastrom@optonline.net>]
Sent: Tuesday, October 18, 2016 10:33 PM
To: Rilling, Harry
Subject: Planning Commission - Notice of Resignation

Mr. Mayor,

After fourteen years as a volunteer on the Planning Commission and numerous special commissions and task-forces, I herewith wish to confirm my resignation of earlier this evening as a member and Chairman of the Norwalk Planning Commission.

Over the years on the Commission, I have enjoyed the opportunity to get to know and work with many dedicated City employees and I have especially appreciated the camaraderie with fellow Commissioners as well as Planning & Zoning staff.

I wish you and the City good fortune.

Sincerely,

VIA

SECTION A

RESOLVED

SPECIAL APPROPRIATIONS – OCTOBER 3, 2016
BOARD OF ESTIMATE AND TAXATION

ADVERTISED ITEM:

FISCAL YEAR 2015-16:

- Approved*
1. RESOLVED, that a \$15,490 special appropriation be made to increase the budgets for both Police Overtime expense account 013035-5120 and Police State Reimbursement revenue account 013010-4181 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 account 013035-5120 and Police Federal Reimbursement revenue account 013010-4220 for payments received in August of 2016.
- Approved*



CITY OF NORWALK, DEPARTMENT OF FINANCE
Robert Barron, CPFO
Director of Finance
rbarron@norwalkct.org

P: 203-854-7870 / F: 203-854-7848

125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

DATE: October 3, 2016

TO: Members of the Board of Estimate and Taxation

FROM: Robert Barron, Director of Finance

RE: Special Appropriation

FISCAL YEAR 2015-16:

Item 1:

\$15,490 from Increased Estimated Revenues to the Police Department Special Services Division for State Overtime Reimbursements.

This appropriation is to cover the cost of Police Special Services overtime. For the months of May and June 2016, the Department received \$15,490 in state reimbursements for police overtime worked on state cases. These reimbursements were received within the 60 day period so will be entered into the old year. Before this revenue, a total of \$30,508 has been received to cover overtime from state sources.

Finance recommends approval.

Item 2:

\$28,108 from Increased Estimated Revenues to the Police Department Special Services Division for Federal Overtime Reimbursements.

This appropriation is to cover the cost of Police Special Services overtime. For the months of May and June 2016, the Department received \$28,108 in federal reimbursements for police overtime worked on federal cases. These reimbursements were received within the 60 day period so will be entered into the old year. Before this revenue, a total of \$40,842 has been received to cover overtime from federal sources.

Finance recommends approval.

From: Giannacone, Sal
To: Castronovo, Donna
Cc: Kirshawik, Thomas; Zacca, Susan; Gonzalez, Ashley; Walsh, James; Vinett, Paul; Dodino, Michael
Subject: FY2015-16 Police Reimbursement
Date: Wednesday, August 31, 2016 9:07:13 AM
Attachments: image001.png

Donna,

Yesterday we received the following police overtime reimbursement from the US Treasury:

OCDET NLCT0215 0531 \$25,624.77

I will post this payment to Fiscal Year 2015-16. Please bring this increase in estimated revenue to the Board of Estimate at their September meeting. The accounts are 013010-4220 and 013035-5170.

Thank you,

Sal Giannacone
Principal Accountant



City of Norwalk
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7720 / Fax: (203) 854-7710
Email: sgiannacone@norwalkct.org
Norwalkct.org

From: [Iannacone, Sal](#)
To: [Castracane, Donna](#)
Cc: [Kutshaw, Thomas](#); [Zecca, Susan](#); [Gonzalez, Ashley](#); [Vinett, Paul](#); [Walsh, James](#); [Dostino, Michael](#)
Subject: Police Reimbursement FY2015-16
Date: Thursday, August 18, 2016 10:18:13 AM
Attachments: [image001.png](#)

Donna,

Yesterday we received the following reimbursement for Police Overtime for Fiscal Year 2015-16 from the DOJ:

OCDTF NFCT0215 0531 \$2,484.04

This payment will be posted to account 013010-4220 in FY2015-16. Please increase the FY2015-16 budget in accounts 013010-4220 and 013035-5120 by this increase in estimated revenue.

Thank you,

Sal Iannacone
Principal Accountant



City of Norwalk
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7720 / Fax: (203) 854-7710
Email: siannacone@norwalkct.org
Norwalkct.org

From: Iannacone, Sal
To: Castracane, Donna
Subject: Police Reimbursements - Town of Scarborough
Date: Friday, September 02, 2016 3:49:17 PM
Attachments: [imgsc001.png](#)

Donna,

The following payments to reimburse police overtime for FY2015-16 have not been appropriated and need to be brought before the Board of Estimate:

Check#111716	\$2,121.48	6/28/16
Check#11798	\$7,790.05	7/26/16
Check#11888	\$5,578.40	8/23/16

Please increase the budget in accounts 013010-4181 and 013035-5120 by \$15,489.93 to reflect this increase in estimated revenue.

Thank you,

Sal Iannacone
Principal Accountant



City of Norwalk
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7720 / Fax: (203) 854-7710
Email: siannacone@norwalkct.org
Norwalkct.org

VII A1-3

STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY OFFICE		SHADED AREA FOR HSO USE ONLY	
		Project No:	☐ Project Initiation ☐ Project Revision ☐ Project Cancellation ☐ Project Continuation
		Program Area:	Date Approved:
		Program Description: Alcohol Enforcement	
HIGHWAY SAFETY PROJECT APPLICATION ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH THE HIGHWAY SAFETY OFFICE POLICY. COPY OF POLICY OBTAINED UPON REQUEST.			
PROJECT TITLE: FY 2017 Comprehensive DUI Enforcement Program for Municipal Police Department			
GOVERNMENTAL UNIT: Norwalk		ADDRESS OF GOVERNMENTAL UNIT: One Monroe Street, Norwalk, CT 06854	
APPLICANT: City of Norwalk Police Department		ADDRESS OF APPLICANT: One Monroe Street, Norwalk, CT 06854	
FEIN: 06-6011881	DUNS NUMBER: 22716620	ANTICIPATED PROJECT STARTUP DATE: October 28, 2016	
APPROVED PROJECT PERIOD: (mo/date/yr) FOR HSO USE ONLY			
FROM:		THROUGH: September 9, 2017	
PROJECT DIRECTOR: Paul Vinett	TITLE: Lieutenant, Grant Manager	TELEPHONE NUMBER: 203-854-3007 FAX NUMBER: 203-854-9215	
SIGNATURE:	ADDRESS & ZIP CODE: One Monroe St., Norwalk, CT 06854	E-MAIL ADDRESS: pvinett@norwalkct.org	
FINANCIAL OFFICER: Frederic Gilden	TITLE: Comptroller	TELEPHONE NUMBER: 203-854-7715 FAX NUMBER: 203-854-7710	
SIGNATURE:	ADDRESS & ZIP CODE: 125 East Avenue, Norwalk, CT 06851	E-MAIL ADDRESS: fgilden@norwalkct.org	
AUTHORIZING OFFICIAL: Harry W. Rilling	TITLE: Mayor	TELEPHONE NUMBER: 203-854-7701 FAX NUMBER:	
SIGNATURE:	ADDRESS & ZIP CODE: 125 East Avenue, Norwalk, CT 06851	E-MAIL ADDRESS: hrilling@norwalkct.org	
APPROVAL -- FOR HSO USE ONLY			
FISCAL REVIEW COMPLETED BY: Christine Blske		PROJECT MANAGER REVIEW COMPLETED BY: Eugene Interlandi	
DATE:		DATE:	
THIS ACTION: PREVIOUS ACTION: TOTAL OBLIGATED:		GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE: Thomas J. Maziarz SIGNATURE:	
		DATE:	

PROJECT TITLE	APPLICANT
FY 2017 Comprehensive DUI Enforcement Program for Municipal Police Department	City of Norwalk Police Department

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

Alcohol-impaired driving fatalities in Connecticut averaged 107 per year for the 2004-2013 ten year period. The year 2011 had the lowest reported total (94) and the year 2013 had the highest reported total (126).

Alcohol-impaired driving fatalities for the latest available three years are: **2011** - 94, **2012** - 100, **2013** - 126.

Alcohol-impaired driving fatalities for the 2004-2013 ten year period averaged 38% of total fatalities for the period.

"Under the Influence" crashes for the latest available three years are: **2012** - 2225, **2013** - 2257, **2014** - 2199.

"Under the Influence" injuries for the latest available three years are: **2012** - 1067, **2013** - 1022, **2014** - 1041.

73% of fatally injured drinking drivers (BAC $\geq$ 0.01) occurred in crashes between the hours of 8 PM and 6 AM.

The number of statewide DUI arrests for the latest available three years are:

FY 2012/2013 - 11,014, **FY 2013/2014** - 10,308, **FY 2014/2015** - 10,438.

NOTE: For DUI Patrol activities, the number of enforcement officers allowed per vehicle at any one time is one per vehicle, however, core enforcement hours may be split by more than one officer. All officers who will be assigned to DUI activities have to be updated in the most current version of Standardized Field Sobriety Testing (SFST).

NOTE: The operation of this Traffic Enforcement Program shall be above and beyond the normal/special patrol activities scheduled during the program parameters.

OBJECTIVES

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

ACTIVITIES AND PROCEDURES

This program is being offered on an expanded year-round basis and is in line with the goals and objectives as highlighted in the Connecticut Highway Safety Plan for FY 2017. Funding will be used to address various circumstances in which increased drinking and driving within the municipality is anticipated to take place. In the course of discussions with police agencies, it is evident that the incidence of impaired driving increases at certain times of the year in addition to holiday periods; for example, shoreline communities which have an increase in population during the summer months. Events such as summer festivals, country fairs, music concerts, sporting events, etc, all represent potential for a higher incidence of impaired driving.

Enforcement techniques employed should include extra DUI patrol activities, and may include DUI sobriety checkpoints. A checkpoint is defined as, an operation not to exceed eight officers, including a supervisor, conducted at a fixed location, which lasts no more than eight hours where operators are stopped and interviewed to determine if the operator is impaired. Roaming or saturation patrols will not be conducted or reported as checkpoints.

PROJECT TITLE	APPLICANT
FY 2017 Comprehensive DUI Enforcement Program for Municipal Police Department	City of Norwalk Police Department

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION (CONTINUED):

**(INSERT LOCAL DUI CRASH AND CITATION STATISTICS AND LOCAL PROBLEM ID HERE)
DATA MUST INCLUDE ALCOHOL-RELATED FATAL AND INJURY CRASH DATA, DUI ARREST DATA,
TIME OF DAY AND DAY OF THE WEEK AND LOCATIONS WHERE THE PROBLEM EXISTS.
MAKE SURE TO INCLUDE YOUR PERFORMANCE MEASURES, (WHAT IS YOUR BENCHMARK, WHAT
ARE YOUR GOALS AND HOW WILL YOU MEASURE YOUR SUCCESS).**

**** NOTE - A MINIMUM OF THREE YEARS OF LOCAL ALCOHOL RELATED
IMPAIRED DRIVING CRASH DATA IS REQUIRED TO SUBSTANTIATE THE
LOCAL PROBLEM I.D.****

The City of Norwalk in 2014 saw an increase in DUI crashes, related fatalities and injuries, reflective of the state wide increases, with the exception of crashes where the state average decreased. Norwalk also had a slight increase in DUI arrests in 2014 but a slightly lower number of arrests in 2015. An increased focus in enforcement effort will be one goal of the 2016/2017 enforcement period.

In the past year Norwalk has seen a revival in its restaurant and bar scene, fed by a significant increase in the availability of new apartments in the two central urban areas, SONO and Waypointe. With thousands of new apartments and residents the attractiveness of the vibrancy of the area brings more people from the surrounding area, most driving from out of town. The new restaurants are smaller with bars that cater to an after dinner drinking crowd, mostly millennials and college students. The mix of more urban residents, more restaurants and bars, and the current climate of law enforcement has led to an increase of demands on officers with a decreased ability for the regular patrol officers to focus on DUI enforcement. The weekend has the highest demand for police services at a time when DUI related crashes have the highest rate of occurrence. In 2014 it was on Friday and Saturday nights when 28 out of 51, or 54% of the DUI related crashes occurred.

Police overtime expenditures are always worrisome to the police and city's administrations. The 75% reimbursement for the DUI enforcement hires has always been welcomed and approved by the Common Council as a way of expanding police services to the important area of protecting lives by way of enforcement.

Approximately one third of the annual total of DUI arrests made by Norwalk officers are through the grant overtime hires. Three Norwalk officers have received recognition from MADD for their contributions to officer training as well as for being responsible for 53% of the 172 DUI arrests in 2015. The grant funding would allow the Norwalk Police Department to continue with an enforcement effort with goals to increase DUI related arrests, decrease DUI related crashes, decrease injuries to both intoxicated drivers and innocent drivers and pedestrians.

DUI checkpoints have been scheduled for the start of the winter holidays, Easter break and the start of summer to bring public notice to the DUI enforcement effort and to remind motorist to not drink and drive. Previous attempts to conduct the checkpoints on actual holiday weekends had disappointing results. The entire proposed schedule was completed after consulting with the Department's top 6 DUI enforcement officers. The Chief also now has the prerogative to choose which officers will be hired with overtime for DUI enforcement (up to 40% of the grant funding), which may also result in increased enforcement.

PROJECT TITLE	APPLICANT
FY 2017 Comprehensive DUI Enforcement Program for Municipal Police Department	City of Norwalk Police Department

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION (CONTINUED):

(INSERT LOCAL DUI CRASH AND CITATION STATISTICS AND LOCAL PROBLEM ID HERE)
 DATA MUST INCLUDE ALCOHOL-RELATED FATAL AND INJURY CRASH DATA, DUI ARREST DATA,
 TIME OF DAY AND DAY OF THE WEEK AND LOCATIONS WHERE THE PROBLEM EXISTS.
 MAKE SURE TO INCLUDE YOUR PERFORMANCE MEASURES, (WHAT IS YOUR BENCHMARK, WHAT
 ARE YOUR GOALS AND HOW WILL YOU MEASURE YOUR SUCCESS).

Alcohol Crashes		
2013	2014	2015
39	51	not available
Alcohol Fatalities		
2013	2014	2015
1	2	not available
Alcohol Injuries		
2013	2014	2015
16	23	not available
DUI Arrests		
2013	2014	2015
182	184	172

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

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

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

Name of Contact: Paul Vinett
 Contact Title: Lieutenant
 Work Phone: 203-854-3007
 Cell Phone: 203-856-2416 **For HSO Use Only**
 FAX No. 203-854-9215
 Email Address: pvinett@norwalkct.org

PROJECT TITLE	APPLICANT
FY 2017 Comprehensive DUI Enforcement Program for Municipal Police Department	City of Norwalk Police Department

BUDGET DETAIL

PLEASE COMPLETE PROJECT WORKSHEET(S) PRIOR TO COMPLETING THIS PAGE.

(A) PERSONNEL SERVICES

Total Estimated Wages
(Sum of all worksheets)

(1) \$77,464.48

Overtime Fringe Benefit Rate @ 1.45%
Multiply this rate (if applicable) times the
Total Estimated Wages

(2) \$1,123.23

Add Total Estimated Wages and Fringe
Benefit Costs for **Grand Total Amount**

(3) \$78,587.71

Please round up the Grand Total Amount
to the next highest \$100.00
(i.e. \$1,852.11 to \$1,900)

(4) \$78,600

PROJECT TITLE	APPLICANT
FY 2017 Comprehensive DUI Enforcement Program for Municipal Police Department	City of Norwalk Police Department

BUDGET SUMMARY

Federal Share	75.00%
State/Local Share	25.00%

BUDGET SUMMARY SUBMITTAL

COST CATEGORY	AMOUNT	SOURCE OF FUNDS	
PERSONNEL SERVICES	\$78,600.00	FEDERAL FUNDS (75%)	\$58,950.00
CONTRACTUAL SERVICES	XXXXXXXXXX	NON-FEDERAL FUNDS (25%)	\$19,650.00
OPERATING COSTS	XXXXXXXXXX	TOTAL FUNDS (100%)	\$78,600.00
EQUIPMENT	XXXXXXXXXX		
INDIRECT COSTS	XXXXXXXXXX		
TOTAL BUDGETED	\$78,600.00		

BUDGET SUMMARY APPROVAL (HSO USE ONLY)

COST CATEGORY	AMOUNT	SOURCE OF FUNDS	
PERSONNEL SERVICES		FEDERAL FUNDS (75%)	
CONTRACTUAL SERVICES	XXXXXXXXXX	NON-FEDERAL FUNDS (25%)	
OPERATING COSTS	XXXXXXXXXX	TOTAL FUNDS (100%)	
EQUIPMENT	XXXXXXXXXX		
INDIRECT COSTS	XXXXXXXXXX		
TOTAL BUDGETED			

PROPOSED 2016 POLL WORKER AND PART TIME PAY SCALE

ACTION ITEMS

1. Approval of new pay scale for poll workers.

Position	2016	Prev.
Head Moderator	\$600	\$500
Asst. Head Moderator	\$500	\$400
Moderator	\$350	\$300
Alternate Moderator	\$325	\$275
Assistant Registrar	\$275	\$200
Official Checker	\$200	\$175
Tabulator Tender	\$200	\$175
Ballot Clerk	\$200	\$175
Demonstrator	\$200	\$175

Note: Pollworkers also attend training for every election, as required by state law, and Moderators are required to attend recertification class every two years. Pay for this is unchanged.

These new pay amounts are already in ROV 2016-2017 budget. These poll worker raises are the first ones in eight years. The job of Moderator continues to get more complicated, with computer skills required, new equipment to learn, etc. Head Moderator now has State Election Night Reporting system to learn and also, Election Day Registration, added a few years ago, increased the reporting requirements by 50% and the paperwork by 25%. Cross endorsement has also increased the work-load.

Assistant Registrar is the biggest increase, because we now require computer skills (for look-up) and Election Day Registration Inquiry checking (new) as well as restorations from the inactive list, transfers from one part of town to another, curbside voting, handicap voting, etc. Norwalk has large polling places which serve many voters each, increasing the burden on the Assistant Registrars. (Our smallest polling place, Nathaniel Ely, is larger than 18 of the Towns in Connecticut and our largest (Marvin) is bigger than 66 of the 169 towns.

2. Approval of new pay scale for Part Time office workers.

Part Time	\$17.50 per hour	\$16 (prev.)
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We have 3 to 4 part time workers working approximately 20 hours a week, i.e. half/time. The problem is that we pay below a living wage for Fairfield County, CT, which means that a person must have another job or jobs that pay better, or at least have healthcare from some other means, such as an enrolled spouse, or via medicare (if old enough). This greatly restricts the pool of possible part time people. The job, however, requires significant computer skills, office procedures, and specialized training in elections law and computer programs. Any mistakes can have an adverse effect on someone's voting rights, or even the results of an election. This new part time hourly rate is already in our 2016-2017 budget.

OCTOBER 13, 2016

AGENDA

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED
CLAIMS COMMITTEE

APPROVED BY
TAX COLLECTOR

REPORTED TO
CLAIMS COMMITTEE

AGUTRE, KATHERINE	15-MV-300812 (\$39.58)	PRORATION
ALVES, CARY NICOLE	15-MV-301594 (\$169.97)	NOT IN NORWALK/ PER DMV TT ERROR
ALVES, JASON	15-MV-301596 (\$265.08)	NOT IN NORWALK
ARIAS, HUMBERTO (\$36.22)	15-MV-302634 (\$17.75)	PRORATIONS
	15-MV-302636 (\$18.47)	PRORATIONS
ARNOLD, ROY ANDREW / ARNOLD, CAROLYN	15-MV-302774 (\$14.69)	PRORATION
BERTRAND, ROBERT N	15-MV-305220 (\$44.86)	PRORATION
BODDEN, WAYDE CHARLTON	14-MV-305625 (\$11.03)	PRORATION
BODNARCHUK, SOLOMIYA (\$417.73)	15-MV-305842 (\$113.00)	DUPLICATE PAYMENT
	15-MV-305844 (\$305.73)	DUPLICATE PAYMENT
BOHY, NICOLETTE C	15-MV-305907 (\$55.09)	PRORATION
BROS, DANIELLE	15-MV-306894 (\$14.83)	PRORATION
BUSHMAN, GEORGIA	15-MV-307542 (\$48.83)	PRORATION
CAB EAST LLC	13-MV-401529 (\$317.80)	PRORATION
CAB EAST LLC (\$6,019.43)	14-MV-SEE BACK UP	PRORATIONS
CALLOO, RORY R	15-MV-309007 (\$67.04)	PRORATION
CAPUANO, RAYMOND A	15-MV-309480 (\$17.49)	PRORATION
CASTELLANO, JOSEPH L / CASTELLANO PATRICIA	15-MV-310266 (\$18.07)	PRORATION
CHANLER, ROSALIE / CHANLER WILLIAM A	15-MV-311286 (\$22.00)	PRORATION
CHO, DAVID YOUNGWOOD	15-MV-311791 (\$23.42)	PRORATION
CHRISTIE, JAMES / CHRISTIE CHARLENE	15-MV-311894 (\$52.99)	PRORATION
CONSTANTINO, VANK	15-MV-313108 (\$11.42)	PRORATION
COX, ARTHUR D	14-MV-313556 (\$522.55)	ABATEMENT
CUMMINGS, SANDRA L	14-MV-314077 (\$14.31)	PRORATION
DAIMLER TRUST	15-MV-314887 (\$190.87)	PRORATION
DAIMLER TRUST	15-MV-SEE BACK UP	PRORATIONS
DAIMLER TRUST	15-MV-314942 (\$93.11)	PRORATION

VII C1-7

AGENDA

OCTOBER 13, 2016

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

REPORTED TO CLAIMS COMMITTEE

DADMLER TRUST	15-MV-314862 (\$260.28)	PRORATIONS & ABATEMENT
	15-MV-314880 (\$1,028.94)	PRORATIONS & ABATEMENT
	15-MV-314926 (\$617.68)	PRORATIONS & ABATEMENT
DAVIS, BETTY S	15-MV-315392 (\$190.73)	PAID TWICE IN ERROR
DEREGT, JOHN P	15-MV-316434 (\$93.34)	PRORATION
DHL EXPRESS USA INC	15-MV-316787 (\$148.70)	PRORATION
ESPINEL, EDISON E / ESPINEL EDISON DAVID	15-MV-319882 (\$27.00)	PRORATION
F.O. LANDSCAPING LLC	15-MV-320247 (\$463.12)	PRORATION
RESENMEYER, CHRISTIAN H	15-MV-321082 (\$31.39)	PRORATION
FINO, ISABELLA	14-MV-321494 (\$238.89)	DUPLICATE PAYMENT
GANDE MATTHEW EDWARD / BROWNING ABIGAIL	15-MV-323615 (\$64.11)	PRORATION
GARCIA, ELIZABETH D	15-MV-323705 (\$59.57)	PRORATION
GARCIA-OROZCO, ROSA	15-MV-323925 (\$65.68)	PRORATION
GOLOB, MICHAEL P / GOLOB PAULA J	15-MV-325302 (\$49.75)	PRORATION
GONZALEZ, VERONICA Y	15-MV-325632 (\$81.35)	PRORATION
GOODYEAR, JODY L	15-MV-325724 (\$29.60)	PRORATION
GRIECO, SHERRY L	15-MV-326379 (\$68.56)	PRORATION
GRIFFITHS, PHILLIP A	15-MV-326432 (\$13.09)	PRORATION
HANN AUTO TRUST	15-MV-327432 (\$258.20)	PRORATION
HATCH AND BEILEY CO THE	15-MV-327850 (\$50.91)	DUPLICATE PAYMENT
HONDA LEASE TRUST	15-MV-329733 (\$249.41)	ABATEMENT
HONDA LEASE TRUST	15-MV-329499 (\$401.66)	PRORATION
HONDA LEASE TRUST	15-MV-329640 (\$274.53)	PRORATION
	15-MV-330132 (\$25.69)	PRORATION
HONDA LEASE TRUST	15-MV- SEB BACK UP	PRORATION'S
HURWITZ, RAPHAEL L	15-MV-330858 (\$30.97)	PRORATION
HYUNDAI LEASE TITLING TRUST	15-MV-331228 (\$91.32)	PRORATION
HYUNDAI LEASE TITLING TRUST	15-MV-331316 (\$335.45)	PRORATION

OCTOBER 13, 2016

AGENDA

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED
CLAIMS COMMITTEE

REPORTED TO
CLAIMS COMMITTEE

APPROVED BY
TAX COLLECTOR

JAFF, NINA P	15-MV-332104 (\$21.74)	PRORATION
JEAN-CHARLES, LUZ	15-MV-332393 (\$15.06)	PRORATION
JOHNSON, LEE A	15-MV-332833 (\$18.73)	PRORATION
JUTERBOCK, THOMAS M	15-MV-333194 (\$29.58)	PRORATION
LIMA-RIVERA, RENE	15-MV-337808 (\$187.56)	ABATEMENTS
	15-MV-337803 (\$63.73)	ABATEMENTS
LOPEZ-QUIRAMA, LAURA M	15-MV-338466 (\$35.55)	PRORATION
MACKEY, PAULETTE M	15-MV-339285 (\$13.30)	PRORATION
MANGINI, DAVID JEROME	15-MV-339941 (\$275.68)	PRORATIONS
	15-MV-339942 (\$216.63)	PRORATIONS
MANOUSOS, ANTHONY C	15-MV-340007 (\$292.54)	PRORATION
MCGANN, KRAIG ALAN	15-MV-341616 (\$106.87)	PRORATION
MCGUINNESS, HEATHER WINGATE	15-MV-341738 (\$88.02)	PRORATION
MIGNAULT, PATRICK WILLIAM / WILKINS NICOLE B	15-MV-342926 (\$83.31)	PRORATION
MILLER, JEAN / MILLER JAMES M	15-MV-343076 (\$89.64)	PRORATION
MILL3, KIERSTEN F	15-MV-343185 (\$95.97)	PRORATION
MONTANEZ, ANDRES F	15-MV-343840 (\$173.41)	PRORATION
MULLER, MICHELE I	15-MV-344819 (\$10.41)	PRORATION
MUZIN, KEVIN	15-MV-351075 (\$70.33)	PAID TWICE THRU P+P
NEIL, LEEROY L	15-MV-345682 (\$75.96)	PRORATION
NIKIFOROS, ALEXANDRA / NIKIFOROS, DIMITRIOS	15-MV-346041 (\$34.29)	PRORATION
NISSAN INFINITI LT	15-MV-346818 (\$20.29)	PRORATION
NISSAN INFINITI LT	15-MV-346914 (\$267.79)	PRORATION
NISSAN INFINITI LT	14-MV-345718 (\$131.15)	PRORATION AND ABATEMENT
	15-MV-347025 (\$739.09)	PRORATION AND ABATEMENT
NISSAN INFINITI LT	15-MV-346100 (\$27.92)	PRORATION AND ABATEMENT
	15-MV-346768 (\$453.26)	PRORATION AND ABATEMENT
NISSAN INFINITI LT	15-MV-346109 (\$56.20)	PRORATION

AGENDACLAIMS COMMITTEE MEETINGREFUNDS PROCESSED
CLAIMS COMMITTEE

NISSAN INFINITI LT

NISSAN INFINITI LT

(\$505.08)

OCHOA, FRANCISCO P

ORAVEZ, JOSEPH A / ORAVEZ MARILYN

PAGAN, DOLORES

PAPADOPOULOS, EFSTATHIOS

PASTORA, MELVIN U

PIERRE-CHARLES, RICADEL

(\$252.48)

PUENTE, GUSTAVO E

RANIERI, YVONNE SUZANNE

RAUCCI, RICHARD ANDREW

RAVE GARCIA, JESSICA LINDA

R I POOLS INC

SANTORELLA, VINCENT P

SCHULTZ, CLAIRE M

SERVIDIO, MICHAEL PETER

SMITH, CEANIE Y

SOPER, JEANNINE B

SOTO, ORLANDO

SWAIN, BARBARA J

TAYLOR, WILBUR SPENCER

TICAS, JHONNY J / ALFARO ROSIBEL

(\$61.25)

TOMASCHI, VILEM

TRACY, BRIAN MICHAEL

TWENTY-FIVE COMMERCE IN

REPORTED TO
CLAIMS COMMITTEE

PRORATION

PRORATIONS

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AGENDACLAIMS COMMITTEE MEETINGREFUNDS PROCESSED
CLAIMS COMMITTEE

UNDZIAKIEWICZ, ALICJA

USB LEASING LT

VAULT TRUST

VAULT TRUST

VCFS AUTO LEASING COMPANY

VT INC AS TSTEE WORLD OMNLT

ACFS AUTO LEASING COMPANY

VW CREDIT LEASING LTD

WARREN, TRACY MARIE

WEISS, HOWARD ALLEN

WINFIELD, HEIDEN

WOLTERS, PAUL D

WONG, WON SHAWN J / WONG WO FLORA

ZAMBRZYCKI, JUSTYNA M

ZIMNOCH, EVA

REPORTED TO
CLAIMS COMMITTEE

PRORATION

PRORATION

ABATEMENT

ABATEMENT

PRORATIONS & ABATEMENTS

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATIONS

PRORATIONS

PRORATION

ABATEMENT

PRORATION

PRORATION

WRONG BILL

WRONG BILL

WRONG BILL

WRONG BILL

APPROVED BY
TAX COLLECTOR

15-MV-365308 (\$10.41)

15-MV-365569 (\$532.44)

14-MV-413698 (\$519.73)

15-MV-366757 (\$407.73)

MV- SEE BACK UP

15-MV-367143 (\$210.71)

15-MV-368164 (\$101.55)

15-MV-367160 (\$239.64)

15-MV-365940 (\$104.50)

15-MV-368605 (\$19.08)

15-MV-368880 (\$15.06)

15-MV-369843 (\$52.03)

15-MV-369841 (\$44.05)

15-MV-370012 (\$176.76)

15-MV-370036 (\$61.23)

15-MV-370733 (\$146.10)

15-MV-312855 (\$386.83)

12-PP-203517 (\$223.34)

13-PP-203559 (\$169.59)

14-PP-203556 (\$227.42)

15-PP-203538 (\$125.95)

FRANCELLO, CHRISTINA

(\$744.21)

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED
CLAIMS COMMITTEE

CYRIL, MARY
RE: 21 BARTLETT MANOR

AGENDA

OCTOBER 13, 2016

APPROVED BY
TAX COLLECTOR

15-RE-106255 (\$536.56)

REPORTED TO
CLAIMS COMMITTEE

ADTL ELDERLY TAX CREDIT

DAIMLER TRUST

15-MV-314784	1AJAB9	WDDF8AB7EG232322	\$47.58
15-MV-314785	5AHVX7	WDDGF8AB1EA942870	\$47.58
15-MV-314830	8AFEG3	WDDHF8JB1EA932193	\$343.41
15-MV-314892	3ARDT5	4JGDF7CE8DA262330	\$230.82
		TOTAL	\$669.39

CAB EAST LLC

BILL	PLATE	MODEL	VIN#	AMOUNT
14-MV-307666	1ABSH3	2014/FORD	1FADP3F2XEL146800	\$ 106.26
14-MV-307684	127ZSJ	2013/FORD	1FM5K8D83DGB45637	\$ 461.26
14-MV-307715	202UDN	2012/FORD	1FMHK8F89CGA50315	\$ 424.33
14-MV-307732	313YPY	2011/FORD	1ZVBP8AM7B5167057	\$ 162.57
14-MV-307721	3ABSH3	2013/FORD	3FA6P0SU1DR316282	\$ 133.33
14-MV-307766	414ZZM	2013/FORD	3FA6P0H76DR301567	\$ 88.35
14-MV-307785	518ZTT	2013/FORD	1FMCU9J96DUC18652	\$ 359.77
14-MV-307794	549YWH	2012/FORD	1FMHK8F87CGA27504	\$ 424.33
14-MV-307811	638ZH2	2013/FORD	1FM5K8D84DGA09646	\$ 614.99
14-MV-307820	751ZTT	2013/FORD	2FMDK4JC5DDBB62573	\$ 359.42
14-MV-307828	785ZTT	2013/FORD	1FMCU9J90DUB59405	\$ 359.77
14-MV-307862	889UVE	2012/FORD	1FMCU9D79CKC58647	\$ 183.00
14-MV-307905	7AAFP3	2012/FORD	1FMCU9D76CKB25876	\$ 244.10
14-MV-307941	283YNY	2011/FORD	2FMDK4JC4BBA83053	\$ 220.79
14-MV-307949	306ZXR	2013/FORD	3FA6P0HR2DR277057	\$ 249.16
14-MV-307959	342ZBP	2012/FORD	2FMDK4JC5CBA61404	\$ 439.62
14-MV-307960	356YPG	2011/FORD	1FMCU0D76BKB69483	\$ 280.59
14-MV-307991	671ZVS	2013/FORD	1FM5K8D87DGB80858	\$ 153.76
14-MV-308027	808ZPY	2013/FORD	1FADP5AU2DL511263	\$ 273.36
14-MV-308029	830ZEE	2012/FORD	3FAHP0HA9CR280071	\$ 167.50
14-MV-370736	753ZZX	2013/FORD	1FMCU9HX4DUD82969	\$ 75.44
14-MV-401662	140ZCH	2012/FORD	1ZVBP8AM0C5252159	\$ 237.73

TOTAL \$6,019.43

<u>List Number</u>	<u>Plate #</u>	<u>Veh. Descrip</u>	<u>VIN #</u>	<u>Refund Amount</u>
✓ 15-329466	717ZWL	'13 Honda Civic	2HGFB3F89DA53250B	206.51
✓ 15-329528	4ADEG3	'13 Honda Civic	2HGFB3F89DA575116	47.15
✓ 15-329653	122ZZV	'13 Honda CR-V	2HKRM4H38DA662886	159.05
✓ 15-329841	140WTV	'13 Honda CR-V	5J56RM4H7XDL075131	118.75
✓ 15-329963	656TSB	'13 Honda CR-V	2HKRM4H60DH646142	105.48
✓ 15-329985	2AGVLL1	'14 Honda CR-V	2HKRM4H38EH668628	233.28
✓ 15-330049	199ZXS	'13 Honda CR-V	5J56RM4H78DL052933	198.10
✓ 15-330241	500ZLA	'15 Acura MDX	5FRYD4H47FDB28329	560.10
✓ 15-330280	184ZWE	'13 Honda CR-V	5J56RM4H73DL056445	237.53
✓ 15-330316	234ZUZ	'13 Honda Civic	2HGFB3F89XDA521428	100.08
✓ 15-330367	2AARF1	'13 Honda Accord	1HGCR2F96DA230353	107.34
✓ 15-330384	394YLY	'13 Acura ILX	19VDE1F59DE016070	251.28

2357.75

VAULT TRUST

13-MV-365418	506YMW	VIN: 1GNSKJE36BR227663	\$228.27
13-MV-365392	369YRN	VIN: 1J4NFB8BD187150	\$64.86
13-MV-365433	582YKM	VIN: 1J4RR4GG4BC581487	\$261.42
14-MV-366041	582YKM	VIN: 1J4RR4GG4BC581487	\$473.35
13-MV-365451	769YUL	VIN: 1J4AA2D16BL591690	\$72.13
14-MV-366056	769YUL	VIN: 1J4AA2D16BL591690	\$411.85
14-MV-366224	439ZCH	VIN: 1C4RJFAG7CC156810	\$252.05
TOTAL			\$1,763.93

RECEIVED
AUG 30 2016
Ryan LLC



CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7734 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: October 12, 2016
Re: Narrative for September, 2016 Tax Collector's Report

Through the end of September, 2016, the first three months of the fiscal year, we collected more than \$158 million, or 52.42% of our \$302 million adjusted tax levy. In addition, as of the end of September 2016, we collected more than \$7.8 million of our sewer use levy, or 50.82%. We also collected 79.14% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with last fiscal year, we are slightly ahead relative to both current taxes (.27%) and current sewer use collections (.10%). Also through the month of September, 2016, we collected nearly \$2.3 million (net) in back taxes, interest, lien fees and other fees.

Delinquent notices, called 'demand notices,' were mailed in mid September. We are required by law to demand payment before pursuing collection enforcement. We will be working on delinquent collection enforcement throughout the fall and into the winter. Because this is a non tax sale year, we will focus on business personal property. We will be working with our state marshals and doing some door to door collections of our own. We also do a semiannual mandatory payroll garnishment for City and Board of Education employees who owe back taxes. I will have more to report about these initiatives in the months to come.

Our office and the office of the Tax Assessor continue to deal with problems related to motor vehicle taxation. As a new consequence of the data and systems conversion that the DMV undertook last summer, some Connecticut taxpayers received motor vehicle tax bills from the wrong municipality this summer and others are expected to face the same problem this coming winter. If anybody receives a motor vehicle tax bill from a town where they do not reside or have a vehicle garaged, they will need to contact the Assessor in the town that issued the incorrect bill in order that the bill may be transferred to the proper town for proper billing. This will be an issue going forward into next year as well. We will identify more accounts going forward as more and more taxpayers who were improperly billed face compliance issues at the DMV when their registrations fail to renew.

Since the tax sale we conducted on July 21, 2016, five of the 12 properties that were sold have already been redeemed, meaning the owners have paid off the successful bidders, and will retain their properties. We are roughly half way through the redemption period now, and it is our understanding that several other owners intend to redeem. The redemption period expires in January, 2017. The tax sale appears on the city's website at <http://mv.norwalkct.org/etaxsale/>. The site shows the sale results, and includes information about each of the properties, copies of all the legal notices, and other information. It should be noted that the City recovers only the taxes and charges that are due to the City; the City does not keep any overbid, and has no financial 'stake' in seeing bidding for properties at a tax sale go higher. Any amount overbid will either go back to the bidder as part of the redemption if the property is redeemed during the six months after the tax sale; or, the overbid will be turned over to the Superior Court where it may be claimed by the former owner (the taxpayer who loses his or her property) or by anyone with a lien on the property. The City is not involved in that determination. The City does not 'make a profit' on tax sale properties, regardless of how much they sell for.

We are grateful for the necessary and continued support of the Administration and political decision makers relative to the tax sale process, and our other collection enforcement and administrative matters. Consistency and persistence are the cornerstones of our collection enforcement strategy, and significant drivers in maintaining the high current and back tax collection rates that promote stable budgeting and result in lower mill rates and tax relief for every single Norwalk resident and taxpayer.

TAX COLLECTOR'S REPORT
SEPTEMBER 30, 2010

FISCAL YEAR 2016-2017
(2015 GRAND LIST)

ADJ. TAX COLLECTIONS	ORIGINAL LEVY	JUN 15 - SEP 15	COLLECTION %	CORRECTED LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$17,748,640.53	\$14,761,981.75	83.17%	\$17,670,034.34	83.54%
PERSONAL PROPERTY	\$13,959,243.96	\$10,714,027.75	53.88%	\$19,961,151.78	53.87%
REAL ESTATE	\$255,387,336.38	\$133,160,708.68	50.18%	\$285,019,347.89	50.25%
TOTAL TAX	\$303,096,220.87	\$188,636,718.19	52.34%	\$302,650,564.81	52.42%
SEWER USE	\$15,359,855.00	\$7,900,324.02	50.78%	\$15,349,600.00	50.82%
IPP FEE	\$212,250.00	\$167,979.76	79.14%	\$212,250.00	79.14%

FISCAL YEAR 2015-2016
(2014 GRAND LIST)

ADJ. TAX COLLECTIONS	ORIGINAL LEVY	JUN 15 - SEP 15	COLLECTION %	CORRECTED LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$17,433,306.64	\$14,539,973.50	83.40%	\$17,246,121.77	84.31%
PERSONAL PROPERTY	\$18,492,367.14	\$10,046,943.71	54.32%	\$18,494,722.94	54.32%
REAL ESTATE	\$251,223,545.62	\$130,209,331.19	49.84%	\$281,089,428.56	49.87%
TOTAL TAX	\$297,155,213.40	\$154,795,248.40	52.09%	\$296,830,273.27	52.15%
SEWER USE	\$14,660,088.00	\$7,429,719.37	50.86%	\$14,650,588.00	50.77%
IPP FEE	\$189,750.00	\$175,273.96	92.37%	\$216,750.00	80.86%

TAX DIFFERENCE 2015 G.L. vs. 2014 G.L.
INCREASE/(DECREASE)

	\$5,941,007.47	\$3,841,489.79	0.25%	\$5,820,281.24	0.27%
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SEWER DIFFERENCE 2015 G.L. vs. 2014 G.L.
INCREASE/(DECREASE)

	\$699,787.00	\$370,604.65	0.10%	\$659,012.00	0.10%
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IPP DIFFERENCE 2015 G.L. vs. 2014 G.L.
INCREASE/(DECREASE)

	\$22,500.00	(\$7,294.20)	-13.23%	(\$4,500.00)	-1.72%
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BACK TAXES COLLECTED

FISCAL YR 2015-2017 (JUL 15 - SEP 16)	FISCAL YR 2015-2016 (JUL 15 - SEP 15)	CUR YR vs. PRIOR YR (INC/DEC)
PRIOR TAXES	\$1,497,098.40	\$710,326.12
PRIOR SEWER USE FEE	\$54,184.30	\$15,487.98
PRIOR IPP FEE	\$2,542.38	\$14.88
TOTAL PRIOR TAX, SEWER & IPP	\$1,553,825.08	\$725,828.98

CURRENT INTEREST
PRIOR INTEREST
SEWER USE FEE INTEREST
IPP FEE INTEREST
TOTAL INTEREST COLLECTED

	\$172,892.78	\$144,032.86	\$28,959.92
	\$394,583.82	\$249,667.75	\$144,916.17
	\$27,786.76	\$17,842.34	\$9,944.42
	\$332.23	\$1,389.19	(\$456.93)
	\$596,295.72	\$412,932.14	\$183,363.58

PRIOR LIEN FEE
CURRENT LIEN FEE
TOTAL LIEN FEE COLLECTED

	\$15,696.64	\$4,671.82	\$11,025.02
	\$0.00	\$0.00	\$0.00
	\$15,696.64	\$4,671.82	\$11,025.02

MISC FEES COLLECTED

	\$120,725.67	\$11,415.00	\$109,310.67
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TOTAL PRIOR TAX, ALL INTEREST
& ALL FEES

	\$2,285,543.11	\$1,257,014.86	\$1,028,528.25
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* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION



CITY OF NORWALK, DEPARTMENT OF FINANCE
Robert Barron, CPFO
Director of Finance
rbarron@norwalkct.org

P: 203-854-7870 / F: 203-854-7848
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

DATE: October 3 2016

TO: Harry Rilling, Mayor
The Members of the Board of Estimate and Taxation
The Members of the Finance Committee
The Members of the Common Council

FROM: Robert Barron, Director of Finance

RE: Sixth Taxing District Loan Agreement

In the FY 2016-2017 Capital Budget, an appropriation of \$300,000 was made for the Sixth Taxing District Community Center Project. The funds for this project have been bonded and before transmitting the funds to the Sixth Taxing District, a Loan Agreement is necessary.

The loan terms which will become "Attachment A" of the loan agreement are as follows:

- Amount: \$300,000 to be given to the district on November 1, 2016
- First payment due: 12/1/2016
- Last payment due: 11/1/2031
- Interest Rate: 2.23% (City of Norwalk's 2016 new money interest rate of 1.88 plus an administration fee of 0.35%)
- Term: 15 years (180 months)
- Type: Level Principal

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.

Loan Agreement
ATTACHMENT A
Sixth Taxing District to City of Norwalk

Total Principal:	\$ 300,000	Term (years):	15
Norwalk 2016 New Money Rate	1.88%	Type:	Level Principal
Administration	0.35%		
Total Interest Rate:	2.23%		

Payment Number	Payment Date	Principal	Interest	Payment	Remaining Balance	Payment Number	Payment Date	Principal	Interest	Payment	Remaining Balance
1	12/01/16	\$ 1,066.67	\$ 557.50	\$ 2,224.17	\$ 298,333.33	46	09/01/20	\$ 1,066.67	\$ 418.12	\$ 2,084.79	\$ 223,333.18
2	01/01/17	\$ 1,066.67	\$ 554.40	\$ 2,221.07	\$ 296,666.65	47	10/01/20	\$ 1,066.67	\$ 415.03	\$ 2,081.70	\$ 221,666.51
3	02/01/17	\$ 1,066.67	\$ 551.31	\$ 2,217.98	\$ 294,999.99	48	11/01/20	\$ 1,066.67	\$ 411.93	\$ 2,078.60	\$ 219,999.84
4	03/01/17	\$ 1,066.67	\$ 548.21	\$ 2,214.88	\$ 293,333.32	49	12/01/20	\$ 1,066.67	\$ 408.83	\$ 2,075.50	\$ 218,333.17
5	04/01/17	\$ 1,066.67	\$ 545.11	\$ 2,211.78	\$ 291,666.65	50	01/01/21	\$ 1,066.67	\$ 405.74	\$ 2,072.41	\$ 216,666.50
6	05/01/17	\$ 1,066.67	\$ 542.01	\$ 2,208.68	\$ 289,999.98	51	02/01/21	\$ 1,066.67	\$ 402.64	\$ 2,069.31	\$ 214,999.83
7	06/01/17	\$ 1,066.67	\$ 538.92	\$ 2,205.59	\$ 288,333.31	52	03/01/21	\$ 1,066.67	\$ 399.54	\$ 2,066.21	\$ 213,333.16
8	07/01/17	\$ 1,066.67	\$ 535.82	\$ 2,202.49	\$ 286,666.64	53	04/01/21	\$ 1,066.67	\$ 396.44	\$ 2,063.11	\$ 211,666.49
9	08/01/17	\$ 1,066.67	\$ 532.72	\$ 2,199.39	\$ 284,999.97	54	05/01/21	\$ 1,066.67	\$ 393.35	\$ 2,060.02	\$ 209,999.82
10	09/01/17	\$ 1,066.67	\$ 529.62	\$ 2,196.29	\$ 283,333.30	55	06/01/21	\$ 1,066.67	\$ 390.25	\$ 2,056.92	\$ 208,333.15
11	10/01/17	\$ 1,066.67	\$ 526.53	\$ 2,193.20	\$ 281,666.63	56	07/01/21	\$ 1,066.67	\$ 387.15	\$ 2,053.82	\$ 206,666.48
12	11/01/17	\$ 1,066.67	\$ 523.43	\$ 2,190.10	\$ 279,999.96	57	08/01/21	\$ 1,066.67	\$ 384.06	\$ 2,050.73	\$ 204,999.81
13	12/01/17	\$ 1,066.67	\$ 520.34	\$ 2,187.00	\$ 278,333.29	58	09/01/21	\$ 1,066.67	\$ 380.96	\$ 2,047.63	\$ 203,333.14
14	01/01/18	\$ 1,066.67	\$ 517.24	\$ 2,183.91	\$ 276,666.62	59	10/01/21	\$ 1,066.67	\$ 377.86	\$ 2,044.53	\$ 201,666.47
15	02/01/18	\$ 1,066.67	\$ 514.14	\$ 2,180.81	\$ 274,999.95	60	11/01/21	\$ 1,066.67	\$ 374.76	\$ 2,041.43	\$ 199,999.80
16	03/01/18	\$ 1,066.67	\$ 511.04	\$ 2,177.71	\$ 273,333.28	61	12/01/21	\$ 1,066.67	\$ 371.57	\$ 2,038.34	\$ 198,333.13
17	04/01/18	\$ 1,066.67	\$ 507.94	\$ 2,174.61	\$ 271,666.61	62	01/01/22	\$ 1,066.67	\$ 368.47	\$ 2,035.24	\$ 196,666.46
18	05/01/18	\$ 1,066.67	\$ 504.85	\$ 2,171.52	\$ 269,999.94	63	02/01/22	\$ 1,066.67	\$ 365.47	\$ 2,032.14	\$ 194,999.79
19	06/01/18	\$ 1,066.67	\$ 501.75	\$ 2,168.42	\$ 268,333.27	64	03/01/22	\$ 1,066.67	\$ 362.37	\$ 2,029.04	\$ 193,333.12
20	07/01/18	\$ 1,066.67	\$ 498.65	\$ 2,165.32	\$ 266,666.60	65	04/01/22	\$ 1,066.67	\$ 359.28	\$ 2,025.95	\$ 191,666.45
21	08/01/18	\$ 1,066.67	\$ 495.56	\$ 2,162.23	\$ 264,999.93	66	05/01/22	\$ 1,066.67	\$ 356.18	\$ 2,022.85	\$ 189,999.78
22	09/01/18	\$ 1,066.67	\$ 492.46	\$ 2,159.13	\$ 263,333.26	67	06/01/22	\$ 1,066.67	\$ 353.08	\$ 2,019.75	\$ 188,333.11
23	10/01/18	\$ 1,066.67	\$ 489.36	\$ 2,156.03	\$ 261,666.59	68	07/01/22	\$ 1,066.67	\$ 349.99	\$ 2,016.66	\$ 186,666.44
24	11/01/18	\$ 1,066.67	\$ 486.26	\$ 2,152.93	\$ 259,999.92	69	08/01/22	\$ 1,066.67	\$ 346.89	\$ 2,013.56	\$ 184,999.77
25	12/01/18	\$ 1,066.67	\$ 483.17	\$ 2,149.84	\$ 258,333.25	70	09/01/22	\$ 1,066.67	\$ 343.79	\$ 2,010.46	\$ 183,333.10
26	01/01/19	\$ 1,066.67	\$ 480.07	\$ 2,146.74	\$ 256,666.58	71	10/01/22	\$ 1,066.67	\$ 340.69	\$ 2,007.36	\$ 181,666.43
27	02/01/19	\$ 1,066.67	\$ 476.97	\$ 2,143.64	\$ 254,999.91	72	11/01/22	\$ 1,066.67	\$ 337.60	\$ 2,004.27	\$ 179,999.76
28	03/01/19	\$ 1,066.67	\$ 473.87	\$ 2,140.54	\$ 253,333.24	73	12/01/22	\$ 1,066.67	\$ 334.50	\$ 2,001.17	\$ 178,333.09
29	04/01/19	\$ 1,066.67	\$ 470.78	\$ 2,137.45	\$ 251,666.57	74	01/01/23	\$ 1,066.67	\$ 331.40	\$ 1,998.07	\$ 176,666.42
30	05/01/19	\$ 1,066.67	\$ 467.68	\$ 2,134.35	\$ 249,999.90	75	02/01/23	\$ 1,066.67	\$ 328.31	\$ 1,994.98	\$ 174,999.75
31	06/01/19	\$ 1,066.67	\$ 464.58	\$ 2,131.25	\$ 248,333.23	76	03/01/23	\$ 1,066.67	\$ 325.21	\$ 1,991.88	\$ 173,333.08
32	07/01/19	\$ 1,066.67	\$ 461.49	\$ 2,128.15	\$ 246,666.56	77	04/01/23	\$ 1,066.67	\$ 322.11	\$ 1,988.78	\$ 171,666.41
33	08/01/19	\$ 1,066.67	\$ 458.39	\$ 2,125.05	\$ 244,999.89	78	05/01/23	\$ 1,066.67	\$ 319.01	\$ 1,985.68	\$ 169,999.74
34	09/01/19	\$ 1,066.67	\$ 455.29	\$ 2,121.95	\$ 243,333.22	79	06/01/23	\$ 1,066.67	\$ 315.92	\$ 1,982.59	\$ 168,333.07
35	10/01/19	\$ 1,066.67	\$ 452.19	\$ 2,118.86	\$ 241,666.55	80	07/01/23	\$ 1,066.67	\$ 312.82	\$ 1,979.49	\$ 166,666.40
36	11/01/19	\$ 1,066.67	\$ 449.10	\$ 2,115.77	\$ 239,999.88	81	08/01/23	\$ 1,066.67	\$ 309.72	\$ 1,976.39	\$ 164,999.73
37	12/01/19	\$ 1,066.67	\$ 446.00	\$ 2,112.67	\$ 238,333.21	82	09/01/23	\$ 1,066.67	\$ 306.62	\$ 1,973.29	\$ 163,333.06
38	01/01/20	\$ 1,066.67	\$ 442.90	\$ 2,109.57	\$ 236,666.54	83	10/01/23	\$ 1,066.67	\$ 303.53	\$ 1,970.20	\$ 161,666.39
39	02/01/20	\$ 1,066.67	\$ 439.81	\$ 2,106.48	\$ 234,999.87	84	11/01/23	\$ 1,066.67	\$ 300.43	\$ 1,967.10	\$ 159,999.72
40	03/01/20	\$ 1,066.67	\$ 436.71	\$ 2,103.38	\$ 233,333.20	85	12/01/23	\$ 1,066.67	\$ 297.33	\$ 1,964.00	\$ 158,333.05
41	04/01/20	\$ 1,066.67	\$ 433.61	\$ 2,100.28	\$ 231,666.53	86	01/01/24	\$ 1,066.67	\$ 294.24	\$ 1,960.91	\$ 156,666.38
42	05/01/20	\$ 1,066.67	\$ 430.51	\$ 2,097.18	\$ 229,999.86	87	02/01/24	\$ 1,066.67	\$ 291.14	\$ 1,957.82	\$ 154,999.71
43	06/01/20	\$ 1,066.67	\$ 427.42	\$ 2,094.09	\$ 228,333.19	88	03/01/24	\$ 1,066.67	\$ 288.04	\$ 1,954.72	\$ 153,333.04
44	07/01/20	\$ 1,066.67	\$ 424.32	\$ 2,090.99	\$ 226,666.52	89	04/01/24	\$ 1,066.67	\$ 284.94	\$ 1,951.62	\$ 151,666.37
45	08/01/20	\$ 1,066.67	\$ 421.22	\$ 2,087.89	\$ 224,999.85	90	05/01/24	\$ 1,066.67	\$ 281.85	\$ 1,948.52	\$ 149,999.70

FY 2016-2017 5-YEAR CAPITAL PLAN

DEPARTMENT	Council Approved 2016-16	Department Request	Finance Recommend	Planning Commission	Mayor Recommend	Council Approved	Planning Commission 2017-18	Planning Commission 2018-19	Planning Commission 2019-20	Planning Commission 2020-21
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A. POLICE

03524	1. Mobile Command Vehicle	0	118,850	119,000	119,000	119,000	0	0	0	0
	2. Tactical Ballistic Helmets	0	17,710	18,000	18,000	18,000	0	0	0	0
	3. Vigilant License Plate Reader (LPR) System	0	30,000	30,000	30,000	30,000	0	0	0	0
0359	Tactical Vests	38,000	0	0	0	0	0	0	0	0
	SUBTOTAL - POLICE DEPT.	\$38,000	\$165,660	\$167,000	\$167,000	\$167,000	\$0	\$0	\$0	\$0

COMBINED DISPATCH

0351	1. Radio System Replacement	0	0	0	0	0	0	0	0	25,000,000
	Radio Communication Upgrade	220,000	0	0	0	0	0	0	0	0
	SUBTOTAL - COMB. DISPATCH	\$220,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000,000

B. FIRE

0347	1. Apparatus Replacement	0	550,000	550,000	550,000	550,000	0	0	1,250,000	100,000
0345	2. Various Stations: Repairs & Replacements	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
	3. Fire Truck Intercom Headsets	0	25,000	25,000	25,000	25,000	0	0	0	0
0343	4. 100 Fairfield Ave (55) Building Repairs	0	0	0	0	0	475,000	0	0	0
0310	5. SCBA Replacement	0	0	0	0	0	250,000	0	0	0
0346	6. Vehicle Replacement	95,000	0	0	0	0	75,000	0	0	0
0325	7. New Station #6	0	0	0	0	0	0	0	0	3,000,000
0308	Fire Station Paving	120,000	0	0	0	0	0	0	0	0
	SUBTOTAL - FIRE DEPARTMENT	\$250,000	\$610,000	\$610,000	\$610,000	\$610,000	\$865,000	\$25,000	\$1,285,000	\$3,135,000

C. PUBLIC WORKS

0322	A-1. Traffic Signals at Various Locations	250,000	250,000	250,000	100,000	0	250,000	250,000	900,000	800,000
0302	A-2. Pavement Markings and Signage	150,000	300,000	200,000	100,000	300,000	200,000	200,000	200,000	200,000

FY 2016-2017

5-YEAR CAPITAL PLAN

DEPARTMENT		Council Approved	Department Request	Finance Recommend	Planning Commission	Mayor Recommend	Council Approved	Planning Commission 2017-18	Planning Commission 2018-19	Planning Commission 2019-20	Planning Commission 2020-21
Council Changes to Mayor's Recommendation											
		2015-16	2016-17								
C0528	A-3. Real-Time Confession/Incident Mgmt. Sys	0	250,000	0	0	0	0	0	0	0	0
C0514	A-4. Transportation Master Plan Implementation	0	150,000	0	0	0	0	400,000	400,000	400,000	400,000
	A-5. Pavement Markings & Signage for Biking	0	0	0	0	0	0	50,000	50,000	50,000	50,000
	A-6. Seaview Avenue Improvements	0	125,000	0	125,000	0	0	0	0	0	0
	A-7. Projected Crosswalks/Warnings	0	50,000	25,000	50,000	50,000	50,000	25,000	25,000	25,000	25,000
	TRAFFIC MANAGEMENT SUBTOTAL	\$400,000	\$1,125,000	\$475,000	\$375,000	\$350,000	\$350,000	\$925,000	\$925,000	\$975,000	\$975,000
C0592	B-1. Penny Avenue Bridge Over Norwalk River	200,000	54,000	64,000	64,000	64,000	64,000	0	0	0	0
C0525	B-2. Glover Avenue Bridge Improvements	0	300,000	300,000	300,000	300,000	300,000	0	0	0	0
C0515	B-3. General Bridge & Retaining Wall Repairs	0	65,000	65,000	0	0	0	0	65,000		65,000
C0596	B-4. James Street Bridge over Seaview	0	0	0	0	0	0	45,000	0	0	0
	BRIDGES SUBTOTAL	\$200,000	\$429,000	\$429,000	\$364,000	\$364,000	\$364,000	\$45,000	\$65,000	\$0	\$65,000
C0519	C-1. Fleet Replacement	350,000	535,000	430,000	430,000	650,000	650,000	590,000	590,000	635,000	570,000
	FLEET SUBTOTAL	\$350,000	\$835,000	\$430,000	\$430,000	\$650,000	\$650,000	\$590,000	\$590,000	\$635,000	\$570,000
	D-1. Drainage System Mapping	0	\$25,000	0	0	0	0	0	0	0	0
	MAPPING SUBTOTAL	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C0021	E-1. Pavement Management Program	5,500,000	3,000,000	5,750,000	5,750,000	5,750,000	5,750,000	5,750,000	5,750,000	5,750,000	5,750,000
C0507	E-3. Norwalk River Valley Trail	300,000	300,000	300,000	300,000	300,000	300,000	0	0	0	0
	PAVEMENT PROGRAMS SUBTOTAL	\$5,800,000	\$6,300,000	\$6,050,000	\$6,050,000	\$6,050,000	\$6,050,000	\$5,750,000	\$5,750,000	\$5,750,000	\$5,750,000
C0518	F-1. Sidewalks and Curbing - Road Paving	0	600,000	0	0	0	0	0	0	0	0
C0508	F-2. Sidewalks & Curbing - Citywide	900,000	1,000,000	500,000	400,000	350,000	350,000	600,000	600,000	700,000	700,000
C0503	F-3. Footpath Replacement	100,000	100,000	100,000	50,000	50,000	50,000	100,000	100,000	100,000	100,000
C0518	F-4. Construction of New Sidewalks	0	150,000	0	0	0	0	0	0	0	0
	SIDEWALKS SUBTOTAL	\$1,000,000	\$1,750,000	\$600,000	\$450,000	\$400,000	\$400,000	\$700,000	\$700,000	\$800,000	\$800,000

FY 2016-2017

5-YEAR CAPITAL PLAN

DEPARTMENT	Council Changes to Mayor's Recommendation	Council Approved 2015-16	Department Request	Finance Recommendation	Planning Commission 2016-17	Mayor Recommendation	Council Approved	Planning Commission 2017-18	Planning Commission 2018-19	Planning Commission 2019-20	Planning Commission 2020-21
C0402	G-1. General Drainage	250,000	500,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
	G-2. Watercourse Maintenance	0	1,000,000	250,000	250,000	0	617,000	250,000	250,000	250,000	250,000
	G-3. Honeyuckle-Daphne Diversion	0	1,100,000	0	0	637,000	0	0	0	0	0
C0404	G-4. Southwind/Marlin Area Drainage System	0	125,000	125,000	125,000	125,000	125,000	0	0	0	0
	G-5. North Taylor Avenue Drainage Replaces	0	0	0	0	0	0	400,000	0	0	0
	G-6. Dredging and Other Maintenance	0	0	0	0	0	0	300,000	0	300,000	0
C0425	G-7. Stormwater Quality Management Plan	100,000	0	0	0	0	0	100,000	0	100,000	0
C0395	G-8. Keeler Brook Drainage Area	0	0	0	0	0	0	0	2,000,000	0	0
C0513	G-9. Culvert Rehabilitation	0	0	0	0	0	0	400,000	0	0	0
STORM WATER MANAGEMENT SUBTOTAL		350,000	\$2,725,000	\$625,000	\$625,000	\$1,042,000	\$992,000	\$1,700,000	\$2,550,000	\$900,000	\$500,000
C0448	H-1. City Hall Repairs & Improvements	878,000	780,000	780,000	730,000	780,000	780,000	190,000	375,000	200,000	0
C0449	H-2. Sidewalk and Curb - City Bldgs & Prope	26,000	50,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
C0476	H-3. Various City Bldgs - General Capital Rep	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
C0319	H-4. Public Works Center - Repairs/Improval	218,000	415,000	295,000	285,000	285,000	285,000	0	0	0	0
C0327	H-5. Energy Conservation Various Locations	50,000	50,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
C0437	H-6. Police Headquarters	48,000	98,000	0	88,000	98,000	98,000	0	0	95,000	0
C0295	H-7. Ben Franklin Mechanical Equipment Up	48,000	20,000	20,000	20,000	20,000	20,000	0	185,000	185,000	167,000
C0139	H-8. Main Library Repairs and Improvement	42,000	405,000	35,000	35,000	35,000	35,000	35,000	0	98,000	0
C0513	H-9. Various Building Software Upgrades	0	48,000	0	0	0	0	0	0	48,000	0
C0513	H-10. Environmental Remediation	0	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	0
	H-11. Alternative Energy Installation	0	250,000	0	0	0	20,000	0	0	0	0
	H-12. Hot Water Heater Replacements	0	0	0	0	0	0	50,000	0	0	0
C0446	H-13. Nathaniel Ely Repairs and Improvement	160,000	0	0	0	0	0	0	0	95,000	750,000

FY 2016-2017 5-YEAR CAPITAL PLAN

DEPARTMENT	Council Approved	Department Request	Finance Recommend	Planning Commission	Mayor Recommend	Council Approved	Planning Commission	Planning Commission	Planning Commission	Planning Commission
Council Changes to Mayor's Recommendation	2015-16			2016-17			2017-18	2018-19	2019-20	2020-21
C0325 H-14, Lockwood House Repairs and Improve	80,000	0	0	0	0	0	0	0	24,300	0
BUILDING MANAGEMENT SUBTOTAL	\$1,601,000	\$2,186,000	\$1,245,000	\$1,343,000	\$1,243,000	\$1,363,000	\$360,000	\$655,000	\$785,300	\$1,012,000
C0335 K-1, Tree Planting General	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
TREE PLANTING SUBTOTAL	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
C0471 J-1, East Avenue Streetscape Improvements	0	607,000	607,000	0	0	0	0	0	0	0
C0234 J-2, FHWA Matching Funds	0	100,000	0	0	0	0	200,000	200,000	200,000	200,000
C0441 J-2, Safe Routes to Schools	0	100,000	0	0	0	0	100,000	100,000	100,000	0
SAFETY/LEU MATCH SUBTOTAL	\$0	\$807,000	\$607,000	\$0	\$0	\$0	\$300,000	\$300,000	\$300,000	\$200,000
C0315 K-1, Transfer Station-Repairs	0	70,000	70,000	70,000	70,000	70,000	0	0	0	0
C0315 K-1, Transfer Station-Compactor Enhancement	140,000	0	0	0	0	0	0	0	0	0
PUBLIC WORKS OTHER SUBTOTAL	\$140,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$0	\$0	\$0	\$0
SUBTOTAL - PUBLIC WORKS	\$9,967,000	\$16,612,000	\$10,581,000	\$9,757,000	\$10,289,000	\$10,289,000	\$10,410,000	\$11,533,000	\$10,794,000	\$9,922,000

D. PARKING AUTHORITY

C0303 1. Parking Facilities	0	755,000	755,000	755,000	755,000	755,000	784,000	687,000	682,000	912,000
C0465 2. Revenue Control/Smart Parking	0	250,000	250,000	250,000	250,000	250,000	200,000	300,000	150,000	150,000
SUBTOTAL - PARKING AUTHORITY	\$0	\$1,005,000	\$1,005,000	\$1,005,000	\$1,005,000	\$1,005,000	\$984,000	\$987,000	\$832,000	\$1,062,000

E. WATER POLLUTION CONTROL AUTHORITY

C0562 1. Collection System Rehabilitation	0	1,000,000	1,000,000	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
C0564 2. Ely Ave/Boulton Str. Hydraulic Repair	1,000,000	0	0	0	0	0	2,000,000	0	0	0
C0564 3. Supplemental Treatment Upgrade	0	0	0	0	0	0	0	750,000	0	0
C0565 4. Solids Handling Facility	0	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	2,000,000	0	0	0
5. WWTTP Siphon Sludge Gates Rehabilitation	0	500,000	500,000	500,000	500,000	500,000	0	0	0	0

FY 2016-2017

5-YEAR CAPITAL PLAN

DEPARTMENT	Council Approved 2015-16	Department Request	Finance Recommend	Planning Commission 2015-17	Mayor Recommend	Council Approved	Planning Commission 2017-18	Planning Commission 2018-19	Planning Commission 2019-20	Planning Commission 2020-21
Council Changes to Mayor's Recommendation										
6. Pump Station Upgrade/Replacement	0	0	0	0	0	0	250,000	250,000	250,000	250,000
7. Keeler Brook Pump Station Upgrade	0	0	0	0	0	0	0	2,000,000	0	0
WWTP Main Lift Pump Replacement	5,000,000	0	0	0	0	0	0	0	0	0
SUBTOTAL - WPCA	56,000,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$5,250,000	\$4,000,000	\$1,250,000	\$1,250,000

F. BOARD OF EDUCATION

1. Facilities Assessment Study Implementation	0	3,000,000	3,000,000	0	3,000,000	2,500,000	33,000,000	35,000,000	35,000,000	0
00566 2. WIRMS Window/Door Replacement	75,000	1,300,000	1,300,000	1,300,000	1,025,000	1,025,000	0	0	0	0
00565 3. District Building Management System	500,000	500,000	500,000	500,000	500,000	500,000	0	0	0	0
00516 4. District Paving, Concrete & Site Work	410,000	500,000	0	0	0	200,000	0	0	0	0
00512 5. District Technology	725,000	1,175,000	500,000	500,000	775,000	775,000	500,000	500,000	500,000	500,000
6. District Furniture Replacement	0	165,000	0	35,000	0	0	0	0	0	0
7. Norwalk Early Childhood Center Playscapes	0	150,000	150,000	150,000	150,000	150,000	0	0	0	0
00537 8. District Fire Alarm System	50,000	250,000	0	0	0	0	50,000	50,000	50,000	50,000
9. Capital Repairs and Replacements	0	100,000	200,000	200,000	200,000	200,000	500,000	500,000	600,000	500,000
10. Asbestos Abatement Program	0	500,000	0	0	0	300,000	0	0	0	0
00555 Norwalk Early Childhood Center (Phase 2)	557,000	0	0	0	0	0	0	0	0	0
SUBTOTAL - BOARD OF ED.	\$2,317,000	\$7,640,000	\$5,550,000	\$2,680,000	\$5,650,000	\$5,650,000	\$94,050,000	\$36,050,000	\$36,050,000	\$1,050,000

G. RECREATION & PARKS

00486 1. Venicles	188,000	119,000	118,000	118,000	118,000	118,000	185,000	120,000	0	0
00567 2. Veterans Memorial Park	1,000,000	3,000,000	1,000,000	1,000,000	1,000,000	1,000,000	200,000	0	0	0
00568 3. Brian McElvahan, Replace/Refurb. Turf Field	500,000	1,850,000	0	1,850,000	1,850,000	1,850,000	0	0	0	0
00521 4. Basketball & Tennis Courts	162,000	880,000	80,000	80,000	330,000	330,000	80,000	80,000	80,000	80,000

5-YEAR CAPITAL PLAN

DEPARTMENT	Council Changes to Mayor's Recommendation	2016-17					Council Approved	2017-21			
		Council Approved 2016-16	Department Request	Finance Recommendation	Planning Commission	Mayor Recommendation		2017-18	2018-19	2019-20	2020-21
0364	5. School & Park Playgrounds	80,000	920,000	125,000	150,000	150,000	150,000	125,000	125,000	125,000	125,000
0365	6. Crabbury Park/Gallagher Estate	350,000	800,000	0	0	0	0	0	0	0	0
0366	7. Call Pasture Beach	0	200,000	0	38,000	33,000	38,000	0	0	0	0
	8. Paving Sidewalks Projects (Patching)	0	150,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
	9. Oyster Shell Park	0	225,000	0	0	0	0	0	0	0	0
0371	10. Backstop & Fencing Improvements	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
0370	11. Tree Planting	35,000	50,000	35,000	50,000	50,000	50,000	35,000	35,000	35,000	35,000
0372	12. Wallace Bell Parks Garage	0	25,000	25,000	25,000	25,000	25,000	0	0	0	0
0372	13. Open Spaces Fund	0	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
	14. West Rocks Design Eng. Turf Field		50,000	0	0	0	0	0	0	0	0
0384	15. Testa Field Turf Replacement		0	0	0	0	0	0	0	500,000	500,000
0375	18. Rowayton Community Ducks	40,000	0	0	0	0	0	0	0	1,000,000	0
	17. Master Plan of Parks		0	0	0	0	0	0	0	0	0
0382	Fodor Farm	40,000	0	0	0	0	0	0	0	0	0
	SUBTOTAL - REC. AND PARKS	\$2,446,000	\$7,828,000	\$1,505,000	\$3,436,000	\$3,686,000	\$3,686,000	\$810,000	\$485,000	\$1,655,000	\$855,000

H. LIBRARY

1. Parking	0	25,000	0	0	0	0	0	0	0	0	0
2. Strategic Plan	0	20,000	20,000	20,000	20,000	20,000	20,000	0	0	0	0
0370	3. Main Library Children's Rooms Renovation	23,000	66,000	66,000	66,000	66,000	66,000	0	0	0	0
0371	4. Norwalk Newspaper Digitization	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	22,000	0
	5. Main Library's North Entryway	0	60,663	61,000	61,000	61,000	61,000	0	0	0	0
0369	Library Auditoriums	13,000	0	0	0	0	0	0	0	0	0
	SUBTOTAL - LIBRARY	\$62,000	\$192,663	\$168,000	\$168,000	\$168,000	\$168,000	\$21,000	\$21,000	\$22,000	\$0

FY 2016-2017 5-YEAR CAPITAL PLAN

DEPARTMENT	Council Approved	Department Request	Finance Recommendation	Planning Commission	Mayor Recommend	Council Approved	Planning Commission	Planning Commission	Planning Commission
Council Changes to Mayor's Recommendation	2015-16			2016-17			2017-18	2018-19	2019-20
									2020-21

I. HISTORICAL COMMISSION

00241	2. Mill Hill Master Plan/ADA Access	94,000	95,000	95,000	95,000	95,000	150,000	125,000	50,000	25,000
00292	2. Lifford Roof Leak Repair	213,000	150,000	150,000	150,000	150,000	150,000	0	0	0
00573	3. Lockwood House Museum ADA Access	100,000	180,000	100,000	100,000	100,000	200,000	0	0	0
00574	4. WPA Murals	25,000	20,000	20,000	20,000	20,000	30,000	30,000	0	0
00586	5. LVMH Improvement Project	25,000	75,000	75,000	75,000	75,000	0	0	0	0
00593	6. Museum Collection Archive/Cataloging	0	0	10,000	10,000	10,000	0	0	0	0
00621	7. Matthews Park Buildings	40,000	15,000	15,000	15,000	15,000	0	50,000	175,000	0
00572	8. Cemetery Conservation/Restoration	10,000	40,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
00490	9. Barn/Smith Street Buildings	0	10,000	10,000	10,000	10,000	0	0	0	0
10. HCH/Hessie Park Master Plan	0	45,000	0	0	0	0	0	0	0	0
SUBTOTAL - HISTORICAL COMM.		\$510,000	\$540,000	\$480,000	\$490,000	\$490,000	\$525,000	\$220,000	\$240,000	\$40,000

J. REDEVELOPMENT AGENCY

00287	1. Wall Street Improvements	0	1,500,000	500,000	500,000	500,000	0	0	0	0
00580	2. Choice Neighborhoods District	1,300,000	500,000	500,000	250,000	250,000	350,000	350,000	0	0
00289	3. Affordable Housing	0	500,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
00451	4. Transit Oriented Development	0	1,200,000	250,000	250,000	250,000	200,000	250,000	250,000	250,000
00438	5. Bikeway Planning & Construction	0	250,000	0	0	0	75,000	75,000	75,000	75,000
00535	6. Facade Improvements	0	180,000	180,000	150,000	180,000	180,000	180,000	180,000	0
Public Art Fund	26,000	0	0	0	0	0	0	0	0	0
SUBTOTAL - REDEV. AGENCY		\$1,325,000	\$4,110,000	\$1,660,000	\$1,410,000	\$1,410,000	\$1,385,000	\$1,085,000	\$735,000	\$575,000

FY 2016-2017 5-YEAR CAPITAL PLAN

DEPARTMENT	Council Approved	Department Request	Finance Recommendation	Planning Commission Recommendation	Mayor	Council Approved	Planning Commission	Planning Commission	Planning Commission	Planning Commission	
Council Changes to Mayor's Recommendation	2015-16						2016-17	2017-18	2018-19	2019-20	2020-21
K. INFORMATION TECHNOLOGY											
00375 1. Citywide IT Projects	425,000	352,414	383,000	383,000	383,000	383,000	383,000	435,000	285,000	291,000	201,000
00387 2. Citywide GIS Technology Projects	13,000	0	0	0	0	0	0	0	57,000	0	0
SUBTOTAL - IT	\$438,000	\$382,414	\$383,000	\$383,000	\$383,000	\$383,000	\$435,000	\$435,000	\$342,000	\$291,000	\$201,000
L. HEALTH											
00532 1. Fire Monitoring and Alarm System	0	125,000	0	125,000	125,000	125,000	125,000	125,000	0	0	0
SUBTOTAL - HEALTH	\$0	\$125,000	\$0	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$0	\$0	\$0
M. HUMAN RELATIONS AND FAIR RENT											
00345 1. ADA Compliance	250,000	359,200	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
SUBTOTAL - HR & FAIR RENT	\$250,000	\$369,200	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
N. OAK HILLS PARK AUTHORITY (OHPA)											
1. Learning Center		3,000,000	0	0	0	0	0	0	0	0	0
SUBTOTAL - OHPA	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O. SIXTH TAXING DISTRICT											
1. Renovate Community Center	0	0	0	0	0	300,000	300,000	0	0	0	0
SUBTOTAL - SIXTH TAXING DISTRICT	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	\$0	\$0	\$0	\$0
GRAND TOTAL	\$23,822,000	\$47,301,937	\$23,953,000	\$24,982,000	\$25,034,000	\$23,034,000	\$54,807,000	\$54,807,000	\$54,983,000	\$53,014,000	\$43,250,000

FY 2016-2017 5-YEAR CAPITAL PLAN

DEPARTMENT Council Changes to Mayor's Recommendation	Council Approved	Department Request	Finance Recommend	Planning Commission	Mayor Recommend	Council Approved	Planning Commission	Planning Commission	Planning Commission	Planning Commission
	2015-16			2016-17			2017-18	2018-19	2019-20	2020-21
	DEPARTMENT SUMMARY									
POLICE DEPARTMENT	38,200	165,860	167,000	167,000	167,000	167,000	0	0	0	0
COMBINED DISPATCH	220,000	0	0	0	0	0	0	0	0	25,000,000
FIRE DEPARTMENT	250,000	610,000	610,000	610,000	610,000	610,000	865,000	35,000	1,285,000	9,135,000
PUBLIC WORKS	9,967,000	15,612,000	10,561,000	9,757,000	10,289,000	10,289,000	10,413,000	11,553,000	10,184,000	9,222,000
PARKING AUTHORITY	0	1,006,000	1,006,000	1,006,000	1,006,000	1,006,000	991,000	997,000	332,000	1,052,000
WATER POLLUTION CONTROL AUTHORITY	6,200,000	4,500,000	4,500,000	4,500,000	4,500,000	4,500,000	5,250,000	4,000,000	1,253,000	1,250,000
BOARD OF EDUCATION	2,317,000	7,640,000	5,860,000	2,680,000	6,650,000	5,650,000	34,050,000	36,050,000	36,050,000	1,050,000
RECREATION & PARKS	2,445,000	7,823,000	1,506,000	3,438,000	3,686,000	3,386,000	810,000	465,000	1,665,000	865,000
LIBRARY	62,000	192,893	168,000	163,000	169,000	168,000	21,000	21,000	22,000	0
HISTORICAL COMMISSION	610,000	640,000	480,000	493,000	490,000	490,000	625,000	220,000	240,000	40,000
REDEVELOPMENT AGENCY	1,325,000	4,110,000	1,660,000	1,410,000	1,410,000	1,410,000	1,085,000	1,085,000	735,000	575,000
INFORMATION TECHNOLOGY	438,000	382,414	383,000	383,000	383,000	383,000	435,000	322,000	291,000	201,000
HEALTH	0	125,000	0	125,000	125,000	125,000	125,000	0	0	0
HUMAN RELATIONS & FAIR RENT	250,000	389,200	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
OAK HILLS PARK AUTHORITY	0	3,000,000	0	0	0	0	0	0	0	0
SIXTH TAXING DISTRICT	0	0	0	0	300,000	300,000	0	0	0	0
GRAND TOTAL	\$23,822,000	\$47,201,937	\$26,963,000	\$24,982,000	\$29,034,000	\$29,034,000	\$54,807,000	\$54,568,000	\$53,014,000	\$42,350,000
LESS: REVENUES										
LOCIP	625,000	331,512	632,000	632,000	632,000	632,000	632,000	632,000	632,000	632,000
PARKING AUTHORITY	0	1,006,000	1,006,000	1,006,000	1,006,000	1,006,000	381,000	857,000	832,000	1,062,000
WATER POLLUTION CONTROL AUTHORITY	6,000,000	4,500,000	4,500,000	4,500,000	4,500,000	4,500,000	5,250,000	4,000,000	1,250,000	1,250,000
BOARD OF EDUCATION	0	800,000	900,000	0	900,000	750,000	3,900,000	10,500,000	10,500,000	0
REDEVELOPMENT	0	0	0	0	0	0	0	0	0	0
SIXTH TAXING DISTRICT	0	0	0	0	300,000	300,000	0	0	0	0
SUBTOTAL REVENUES	\$6,625,000	\$7,937,512	\$7,038,000	\$6,138,000	\$7,338,000	\$7,188,000	\$16,763,000	\$16,059,000	\$15,214,000	\$2,944,000
NET AMOUNT TO BE BONDED	\$17,193,000	\$40,164,425	\$19,925,000	\$18,844,000	\$21,696,000	\$21,846,000	\$38,044,000	\$38,509,000	\$37,800,000	\$40,406,000

To: Finance Subcommittee, Norwalk Common Council

From: Tom Schadlich, Director of Library Technology, Norwalk Public Library

September 12, 2016

The Norwalk Public Library is cooperating with the Connecticut State Library to digitize historic Norwalk newspapers and make them available to the general public through the State Library's Newspapers of Connecticut project, which is itself an offshoot of the Library of Congress's National Digital Newspaper Program.

We have completed the first newspaper in this project, the digitization of physical copies of the Norwalk Gazette, 1818-1899, and the State Library is working with the University of Connecticut to load them on the Newspapers of Connecticut website:

<http://cslib.edmhost.com/edm/landingpage/collection/p15019coll9>

The next phase is to digitize the South Norwalk Sentinel, 1870-1945, which we have on 199 reels of microfilm.

With the help of the Purchasing Department, using specifications from the State Library based on the Library of Congress's NDNP, this was put out to bid in the spring of 2016. Eight responses were received, ranging from \$368 to \$75 per reel. Of the three most qualified bids, we have decided to go with Midwest Microfilm & Optical Storage Systems, d/b/a Midwest Micro Imaging of Golden Valley, MN. This is based on the completeness of their response, high recommendations from their references, and their proposed cost--\$80/reel.

Accordingly, we are asking you to approve the following resolution and forward it to the Council for further action:

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) and forward to the Common Council for further approval.



City of Norwalk
Information Technology Department
125 East Ave., Rm203
Norwalk, CT 06850
Phone: 203-854-7714 Fax: 203-854-7803
ITT Request Form



Norwalk Public Library Newspaper Digitization Bid # 3662

Request Number: LibDig Modification Number: 0 Date of Request: 07-Sep-16

FUNDED IN CURRENT CAPITAL OR EXPENSE BUDGET: YES CONSISTENT WITH CITY TECHNOLOGY PLAN: Yes
BUDGET ACCOUNT: 09166210-5777-C0571 & 09176210-5777-C0571

VENDOR DATA

Midwest Microfilm & Optical Storage Systems d/b/a

Midwest Micro Imaging

Golden Valley, IL

Per requirements & response to #3662

PRICING INFORMATION

QTY.	DESCRIPTION	MAKE	MODEL	PRICE/UNIT	EXT PRICE
1	All services described in bidder response to RFP Project #3662		Newspaper Digitization	\$17,600.00	\$17,600.00
					\$0.00
					\$0.00
					\$0.00
Shipping					
Total Price					\$17,600.00

Date Presented:

07-Sep-16

Date Approved:

07-Sep-16

PROJECT: Lib News Digitization

Signature:

signature on file



CITY OF NORWALK, DEPARTMENT OF FINANCE
Office of the Director

P: 203-854-7870 / F: 203-854-7848

125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

DATE: September 29, 2016

TO: Harry Rilling, Mayor
The Members of the Board of Estimate & Taxation
The Members of the Planning Commission
The Members of the Finance Committee
The Members of the Common Council

FROM: Robert Barron, Director of Finance 

RE: Department of Public Works Capital Appropriation Reductions and Special Capital Appropriation for the Renovation of the Public Works workspace at City Hall

The Director of Public Works is requesting that the city approve a special capital appropriation of \$90,000 to renovate the Public Works workspace in City Hall. No bonding authorization is required because the source of funding will come from existing capital account surpluses.

On July 5, 2016, the Public Works Committee authorized the issuance of a purchase order to begin the renovation project against the 09177100-5777-C0119 account number which was later approved by the full Council on July 12, 2016. However, this project number's \$295,000 appropriation was for the removal of three storage tanks and cannot be used without an increase to its appropriation. Surpluses in the prior year's projects were the intended source of funding and are identified in the DPW Director's attached memorandum.

I am recommending, therefore, that the appropriation for the 09167100-5777-C0119 and 09157100-5777-C0119 accounts be reduced by \$70,000 and \$20,000, respectively; and that these proceeds be used to increase the project account 09177100-5777-C0119 appropriation by \$90,000; from \$295,000 to \$385,000.

ACTION REQUESTED:

RESOLUTION, authorizing Capital Appropriation reductions of accounts 09167100-5777-C0119 and 09157100-5777-C0119 by \$70,000 and \$20,000 respectively.

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.

The most feasible means to finance this special appropriation is from the capital projects fund balance that will be increased by the above reductions to projects' appropriations for which bonding has already taken place.



CITY OF NORWALK
Office of the Mayor

P: 203-854-7701 / F: 203-854-7939
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

DATE: March 1, 2012

TO: The Members of the Board of Estimate and Taxation
The Members of the Planning Commission
The Members of the Finance Committee
The Members of the Common Council

FROM: Harry W. Rilling, Mayor

RE: Special Capital Appropriation - DPW Office Remodel

Attached is a special capital appropriation request in the amount of \$90,000 from the Norwalk Department of Public Works (DPW) to renovate its workspace in City Hall. The department will use available capital fund surpluses created from its request to reduce appropriations for projects for which bonding has already occurred.

The Directors of DPW and Finance have recommended the approval of this request.

ACTION REQUESTED:

RESOLUTION, authorizing Capital Appropriation reductions of accounts 09167100-5777-C0119 and 09157100-5777-C0119 by \$70,000 and \$20,000 respectively.

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.



CITY OF NORWALK, DEPT. OF PUBLIC WORKS
Bruce Chimento
Director
bchimento@norwalkct.org

P: 203-854-7791
125 East Avenue, PO BOX 5530
Norwalk, CT 06856-5530

MEMORANDUM

DATE: 9/29/2016
TO: Robert Barron, BRT, Committee & Council members
FROM: Bruce Chimento *BCE*
Re: Special Capital Appropriation

I request that both a \$90,000 special capital appropriation be made for the reconfiguration of the Public Works work space in City Hall along with an appropriation reduction of \$90,000 in two other capital projects be approved, as follows:

Description	Account#	Original Appropriation	This Request	Amended Appropriation
Special Capital Appropriation	09177100-5777-C0119	\$ 295,000	\$ 90,000	\$ 385,000
Appropriation Reductions	09167100-5777-C0119	\$ 218,000	\$ (70,000)	\$ 148,000
	09157100-5777-C0119	\$ 105,000	\$ (20,000)	\$ 85,000
Net Impact		\$ 618,000	\$ -	\$ 618,000

On July 5, 2016 the Public Works Committee authorized the issuance of a purchase order to begin the reconfiguration project against the 09177100-5777-C0119 account number which was approved by the full Council on July 12, 2016. Upon further inspection, this project number's \$295,000 authorization was for the removal of three storage tanks and cannot be used without an increase to the appropriation.

Surpluses in the prior year's projects were the intended source of funding, specifically:

- \$70,000 from the 2015-16 \$218,000 appropriation. Originally approved for four projects, two of which have come in under budget. The DPW's Salt Shed only needed \$20,000 of the \$50,000 appropriated due to favorable bids and the Facility Camera project only needs \$75,000 of the \$115,000 appropriated due to a change in scope of the project.
- \$20,000 from the 2014-15 \$105,000 appropriation. Originally approved for the replacement of piping and valves whose final bid price was only \$85,000.

Thank you for your consideration of this request.

VII D1



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-2462

June 27, 2014

The Honorable Harry W. Rilling
Mayor
City of Norwalk
City Hall
125 East Avenue
Norwalk, CT 06856

Dear First Selectman Freda:

Subject: Master Municipal Agreement for Rights of Way Projects

The Connecticut Department of Transportation (Department) is pleased to introduce a new way of doing business with the municipalities of Connecticut. The enclosed Master Municipal Agreement for Rights of Way Projects (MMA ROW) is the second in a series of agreements that will fundamentally improve how the Department conducts business with its municipal partners by dramatically streamlining the agreement process.

It is anticipated that once an MMA ROW is executed with your municipality, project specific information and monetary terms will be set forth in a Project Authorization Letter (PAL) issued by the Department to the municipality for individual rights of way projects. PALs are expected to take only days to execute, as opposed to the numerous months currently required executing individual project agreements.

This ten-year term MMA ROW covers either the Department or the Municipality taking on the responsibility for the administration of the rights of way phase of a particular municipal project. The MMA ROW includes standard terms, conditions and contracting "boiler plate" language that should govern all municipal rights of way projects involving the Department which are undertaken throughout the ten-year term.

The Honorable Harry W. Rilling

-2-

June 27, 2014

Although the Department may not have a rights of way project in your municipality at this time, execution of this agreement will streamline future project specific business with the Department.

It is my great hope that you will sign the enclosed agreement and join the Department in this new and innovative way of doing business that will improve delivery of Department services to its customers.

Please process the MMA ROW in accordance with the enclosed instructions and return the agreement, along with your authority to sign, to me at the letterhead address. If you have any questions, please contact me at (860) 594-2462.

Very truly yours,

A handwritten signature in black ink, appearing to read "T. Obey", written over a horizontal line.

Terrence J. Obey
Director of Rights of Way
Bureau of Engineering and Construction

Enclosures

RESOLUTION

RESOLVED, that The Honorable Harry W. Rilling, Mayor, is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Rights of Way Projects".

ADOPTED BY THE _____ OF
THE TOWN OF _____, CONNECTICUT, THIS
_____ DAY OF _____, 2016.

Clerk

(seal)

Date

ATTACHED DRAFT AGREEMENT TO BE REVIEWED BY CORPORATION COUNSEL PRIOR TO MAYOR EXECUTION (TYPICAL AGREEMENT PROCESS)

The overall purpose of this agreement is to facilitate quicker reimbursement of City of Norwalk funds from the State of Connecticut related to municipally managed projects involving right-of-way (ROW) activities and Federal and/or State grant funds.

The agreement is for City of Norwalk MANGAGED projects. Projects are approved by the Common Council, regardless of this agreement being in place. This master agreement streamlines agreement/reimbursement process for City of Norwalk projects that are receiving State and/or Federal grant funds for ROW required to accomplish construction (temporary/construction/permanent easements). This agreement facilitates quicker financial reimbursement to the City. The State of Connecticut provides ROW services to the City of Norwalk through this agreement. Note, property owner's rights are the same in the ROW process through either an individual or master agreement.

DRAFT TO BE
REVIEWED BY CORP COUNSEL

MASTER MUNICIPAL AGREEMENT
FOR RIGHTS OF WAY PROJECTS

EXECUTION

THIS MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY ACTIVITIES ("Master Agreement" or "Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION (the "DOT"), and the City of Norwalk, City Hall, 125 East Avenue, Norwalk, Connecticut 06856 (the "Municipality"). The DOT or the Municipality may each be referred to individually as the "Party" and collectively may be referred to as the "Parties."

WHEREAS, the Municipality undertakes, and may financially participate in, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both; and

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the Municipality or the DOT takes on the responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for this Master Agreement to address the rights of way phase of the Municipality or State's administered projects; and

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98c and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to those projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 "Administer," "Administering" or "Administration" of the Rights of Way Project means conducting and managing operations required to perform and complete the Rights of Way Project, including performing the work either by the Municipality or the DOT, as applicable to the particular Rights of Way Project, in whole or in part, undertaking all of the administrative duties related to and required for the completion of the Rights of Way Project.

1.2 "Authorization to Proceed Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to Perform its obligations for the Rights of Way Project

Master Municipal Agreement for Rights of Way Projects

under the PAL.

1.3 "Authorized Department of Transportation (DOT) Representative" means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.4 "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.5 "Demand Deposit" means an amount of money due to the DOT from the Municipality.

1.6 "Designated Official" means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.7 "DOT-provided Services" means the work that the DOT is responsible to Perform for the Rights of Way Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.8 "Effective Date" means the date which the Master Agreement is executed by the DOT.

1.9 "Funding" means funds from the state government, the federal government, or a combination of any of the foregoing, designated for a particular Rights of Way Project, as specified in the Project Authorization Letter.

1.10 "Municipality Parties" means a Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement in any capacity.

1.11 "Municipal Project" means a project undertaken by the Municipality for improvements on locally maintained or owned roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. §101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights of way phase, and construction phase.

1.12 "Official Notice" means notice given from one Party to the other in accordance with Article 11.

1.13 "Perform" means for purposes of this Master Agreement, the verb "to perform" and the performance of the work set forth in this Master Agreement which are referred to as "Perform."

Master Municipal Agreement for Rights of Way Projects

"Performance" and other capitalized variations of the term.

1.14 "Plans, Specifications, and Estimates (PS&E)" means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.15 "Project Amount" means the total estimated cost to complete the Rights of Way Project, as estimated at the time of the DOT's issuance of the PAL.

1.16 "Project Authorization Letter ("PAL")" means the written document that authorizes the distribution of funding to the Municipality for the specific Rights of Way Project during a specified period of time.

1.17 "Records" means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Rights of Way Project, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.18 "Rights of Way Project" means the necessary activities to acquire property in conjunction with a Municipal Project, including, but not limited to, appraisals, title searches, property map reviews, negotiations, and closings.

1.19 "State" means the State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

1.20 "Term" means the duration of the Master Agreement.

1.21 "Termination" means an end to the Agreement prior to the end of its term whether effected pursuant to a right which the Agreement creates or for a breach.

Article 2. Issuance and Acknowledgment of PALs for Rights of Way Projects.

2.1 Issuance of PAL.

The DOT shall issue to the Municipality a PAL for the applicable Rights of Way Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Master Agreement will address Rights of Way Projects and will not address the design or construction phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin performing work with respect to the Rights of Way Project. Additional required steps and approvals are set forth in this Master Agreement.

2.2 Written Acknowledgement of the PAL.

Master Municipal Agreement for Rights of Way Projects

In order for the terms of the PAL to become effective and binding on both Parties, the Municipality shall return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the "Written Acknowledgement of the PAL." The signature of the Designated Official on the Written Acknowledgement of the PAL constitutes the Municipality's agreement to be bound by the terms of the PAL, and the Municipality's agreement to undertake the particular Rights of Way Project (if it is to Administer the Project) in accordance with the terms of the PAL and this Master Agreement. The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. By written notice to the Municipality, the DOT, in its discretion, may extend or waive the deadline set forth in the PAL for the Municipality to submit the Written Acknowledgement of the PAL. Such extension or waiver may be granted after the date set forth in the PAL for submission of the Written Acknowledgement of the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT provided the Written Acknowledgement of the PAL is submitted by the deadline set forth in the PAL or by the date set forth by the DOT in any extension or waiver of the deadline.

2.3 Designated Official.

The Municipality herein represents that the Mayor, of the City of Norwalk is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the DOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

2.4 Obligations of Municipality.

Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Rights of Way Project. Further, if the Municipality is to Administer the Project, the Municipality shall proceed with diligence to Perform its obligations to accomplish the Rights of Way Project and shall use the Funding to complete the same.

Master Municipal Agreement for Rights of Way Projects

2.5 Revisions to the PAL.

Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Rights of Way Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Revised PAL." The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL will supersede the previously issued PAL for the Rights of Way Project and will control over any previously issued PAL.

2.6 PAL as a Limitation on Cost of Reimbursement.

The amount of reimbursement for the Rights of Way Project Performed by either Party shall be based upon the cost estimate specified in the PAL, and shall not exceed the amount specified except as set forth in a Revised Rights of Way Project cost estimate in a Revised PAL.

Article 3. Municipality-Administered Rights of Way Projects. When the Municipality is responsible for the Rights of Way Project;

3.1 Content of the PAL. The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) a statement that the Municipality is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) a statement incorporating this Agreement into the PAL;
- (e) a statement that any property acquired or incorporated into the Rights of Way Project by the Municipality shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Ways Project and the completion of any related construction project;
- (f) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (g) the maximum reimbursement to the Municipality under the PAL;

Master Municipal Agreement for Rights of Way Projects

- (h) an estimated cost break-down for all work under the Rights of Way Project; and
- (i) the Project Amount.

3.2 Authorization to Proceed Notice.

The Municipality shall not commence the Rights of Way Project until it has received from the DOT an Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Rights of Way Project or for any work Performed by the Municipality's staff on the Rights of Way Project prior to the DOT's issuance of the Authorization to Proceed Notice.

3.3 Municipality to Perform and Complete the Rights of Way Project.

(a) The Municipality shall designate an individual to act as a liaison with the DOT to provide for the proper interchange of information concerning the Rights of Way Project. The Designated Official of this Master Agreement or his / her successor thereto will be considered the liaison unless the Municipality designates a liaison in accordance with this provision. The liaison will be responsible for coordination with Municipality Parties.

(b) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer the Rights of Way Project in accordance with the PAL and this Master Agreement.

(c) With respect to any Rights of Way Project that receives federal participation in Funding, any costs that the Municipality incurs prior to the receipt of federal authorization for the Rights of Way Project are entirely ineligible for reimbursement with federal funds.

(d) The Municipality shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Rights of Way Project as specified in the PAL and this Master Agreement and for no other purpose.

(e) The Municipality shall conduct a public involvement program in compliance with the requirements contained in the Connecticut Department of Transportation's "Public Involvement Guidance Manual", as revised, which is made a part of this Master Agreement by reference.

(f) The Municipality shall permit the DOT and Federal Highway Administration (when there is federal participation in Funding for the Rights of Way Project) to review, at any time, all work Performed under the terms of this Master Agreement.

Master Municipal Agreement for Rights of Way Projects

- (g) The Municipality shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended; the regulations promulgated in association therewith at 49 CFR Part 24, and the regulations addressing highway-related issues not covered by the Uniform Act, including 23 CFR Part 710 (collectively, the "Regulations"), as may be revised.
- (h) The Municipality shall comply with the DOT's policies and procedures with respect to Rights of Way Activities summarized in the "Information Guide for Rights of Way Acquisition Activities," Connecticut Department of Transportation (2013), as may be revised ("Information Guide"), and submit to the DOT an acquisition plan ("Plan") in accordance with the then-current Information Guide. The Information Guide is incorporated into this Master Agreement by reference.
- (i) Upon receipt of written approval of the Plan by the DOT and federal authorization for the acquisition, which is required where federal funding is involved in the acquisition, the DOT shall issue a PAL to the Municipality indicating the scope of the Rights of Way Project, the respective obligations of the Parties with respect thereto, and the proportional sharing of costs between the federal government, the State, and/or the Municipality. Upon receipt of Authorization to Proceed Notice from the DOT, the Municipality shall commence the Rights of Way Project.
- (j) Pursuant to §7-148 of the Connecticut General Statutes, the Municipality shall acquire all rights, permanent or temporary, that are required for the Rights of Way Project, including, but not limited to, rights of access by the DOT, the Municipality, and/or contractors or consultants for driveways, grading, and sidewalks located within the construction project limits.
- (k) The Municipality shall certify to the State, in writing, in accordance with the then-current Information Guide, that it has complied with the Uniform Act, as amended, and forward to the State a summary of the acquisition procedure followed.
- (l) Upon completion of its Rights of Way Project, the Municipality shall provide to the DOT all documentation required by the then-current Information Guide.
- (m) In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Municipality responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipality-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the

Master Municipal Agreement for Rights of Way Projects

federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project.

(n) Any property acquired or incorporated into the Rights of Way Project, including any property identified in subsection (m) above, shall be used for transportation purposes only. This provision shall survive this Agreement, the PAL, the completion of the Rights of Way Project and the completion of any related construction project.

3.4 DOT-provided Services.

If the Rights of Way Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Rights of Way Project as set forth in the PAL. DOT-provided Services may include, but not be limited to, technical assistance in engineering reviews, property map reviews, title search, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, contract development, fee review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Rights of Way Project, while ensuring satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Rights of Way Project, and such inspections shall be deemed DOT-provided Services.

3.5 Costs and Reimbursement.

(a) The Municipality shall expend its own funds to pay for costs related to Administering the Rights of Way Project and then shall seek reimbursement for approved costs from the DOT.

(b) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Rights of Way Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:

- (1) The Municipality shall submit its request for reimbursement to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred. With respect to any work that is Performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, and approved direct cost charges for the staff's Performance of the Rights of Way Project.
- (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.
- (3) Cost of Condemnation.

Master Municipal Agreement for Rights of Way Projects

In the event that the Municipality must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the PAL.

- (4) All requests for reimbursement shall be made by the date the selected contractor is authorized to proceed with the construction activities ("Notice to Proceed"). The Municipality may submit any requests for reimbursements due to court awards subsequent to the Notice to Proceed date.

- (c) The Municipality shall document all expenses it incurs and maintain all records related to the Rights of Way Project costs. Reimbursable municipal costs are limited to reasonable industry costs for necessary activities required for the Right of Way Project as determined by the DOT.

- (d) If the Municipality fails to adequately record expenses and maintain all related records for any Rights of Way Project or fails to submit any records to the DOT promptly after being requested to do so, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Rights of Way Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Rights of Way Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Rights of Way Project, nor relieve the Municipality from any liability related to its breach.

- (e) The Municipality shall reimburse the DOT for all expenditures incurred by the DOT on the Rights of Way Project in the event the Rights of Way Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the Rights of Way Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," federal participation in expenditures will be approved up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities or lack of municipal funding is considered to be within the control of the Municipality and will not be considered as "good cause."

3.6 Suspension, Postponement, or Termination of a Municipality-Administered Rights of Way Project.

- (a) Suspension, Postponement, or Termination by the DOT.

- (1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or

Master Municipal Agreement for Rights of Way Projects

terminate a particular Rights of Way Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

- (2) For Cause. As a result of the Municipality's failure to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Rights of Way Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT, in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

(b) Termination by the Municipality, with prior DOT approval.

- (1) The Municipality may request termination of the Rights of Way Project, and if determined by the DOT, in its sole discretion, to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Rights of Way Projects receiving federal participation in Funding, receipt of written concurrence from the FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.

Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which Performance of work under the PAL is terminated and the date upon which termination is effective.

(c) Funding of Acceptable Work. The DOT, shall reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(1) or termination in accordance with subsection (b)(1) and may at its sole discretion, reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(2). In either case, the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

If in its sole discretion, the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality Performed to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without

Master Municipal Agreement for Rights of Way Projects

reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(e) Termination of a specific Rights of Way Project shall not relieve the Municipality of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or its surety of its obligations concerning any claims arising out of the work Performed on the Rights of Way Project prior to the termination date or any obligations existing under insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

Article 4. DOT-Administered Rights of Way Projects. When the DOT is responsible for the Rights of Way Project, the following sections of this Article apply:

4.1 Content of the PAL. The DOT shall issue a PAL to the Municipality which will set forth, at least:

- (a) a statement that the DOT is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) the Funding source(s), the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (e) the estimated cost for all work under the Rights of Way Project;
- (f) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Rights of Way Project; and
- (g) the Project Amount.

4.2 DOT to Perform and Complete the Rights of Way Project.

- (a) The DOT shall use the applicable Funding apportionments to complete the Rights of Way Project and all related activities that the DOT shall Perform under the PAL and pursuant to this Master Agreement.
- (b) The DOT shall acquire all permanent rights that are required for the Rights

Master Municipal Agreement for Rights of Way Projects

of Way Project, including, but not limited to, rights of access.

- (c) The Municipality shall acquire all temporary rights, that are required for the Rights of Way Project, including, but not limited to, driveways, grading, and sidewalks located within the construction project limits.

4.3 Demand Deposit Requirement.

- (a) The DOT shall prepare a cost estimate for the Rights of Way Project and determine the amount of the Demand Deposit due to the State for the Municipality's proportionate share of such costs.
- (b) The Municipality shall provide the Demand Deposit to the DOT prior to the DOT's commencement of the Rights of Way Project. The Parties agree that the PAL is not effective until the Demand Deposit is received by the DOT.
- (c) After receipt of the Demand Deposit, the DOT shall begin to Perform its Rights of Way Project.

4.4 Actual Costs Exceed Estimate.

Upon notification from the DOT that the actual costs of the Rights of Way Project exceed the original cost estimate set forth in the PAL, the DOT shall issue a Revised PAL and the Municipality shall further deposit with the DOT its proportionate share of any such increases in costs within thirty (30) business days from the Municipality's receipt of such notification.

4.5 Cost of Condemnation.

In the event that the DOT must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the Revised PAL.

4.6 Release of Property.

Upon completion of the construction project, as determined by the DOT, all property and property rights acquired by the DOT for the Project shall be released in a quitclaim deed with the designation "for transportation purposes only" to the Municipality in which the property is located.

4.7 Suspension, Postponement, or Termination of a DOT-Administered Rights of Way Project.

- (a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend,

Master Municipal Agreement for Rights of Way Projects

postpone, or terminate a specific Rights of Way Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Rights of Way Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Rights of Way Project.

(c) In the case of a Rights of Way Project which received no federal or state government Funding during its design phase, the Municipality shall pay for the costs of any DOT-provided Services Performed prior to termination of the Rights of Way Project, including but not limited to, DOT oversight services for the Rights of Way Project.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

Article 5. Disbursement of Grant Funds; Conditions of Payment.

5.1 Method of Disbursement.

With respect to each Rights of Way Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

5.2 Final Payment.

Final payment will be based on an audit performed by the State using the percentages set forth in the respective PAL of this Master Agreement. The Municipality is also required to Perform an audit in accordance with Article 8 of Schedule B of this Master Agreement.

5.3 Federal Approvals Required.

With respect to PALs that include federal participation in Funding, no PAL issued by the DOT shall be effective until all required federal approvals are received by the DOT for the Rights of Way Project.

5.4 Lack of Timeliness in Municipality Performance.

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If the Municipality fails to timely commence and complete the Rights of Way Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services Performed on the Rights of Way Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) business days.

Article 6. Records and Audit.

6.1 Audit and Inspection of Plants, Places of Business and Records.

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's and Municipality Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

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(f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.

(g) The Municipality shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Municipality Party.

6.2 Retention.

With respect to each Rights of Way Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the final audit or the termination of any litigation related to the Rights of Way Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 7. Additional Mandatory Requirements.

7.1 Mandatory State and Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule B, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Rights of Way Project, the Municipality shall pass down to Municipality Parties the applicable requirements set forth in the "Mandatory State and Federal Requirements".

7.2 Additional Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

7.3 Revisions.

While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements that the Municipality must comply with, the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality shall be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Rights of Way Project, throughout the Term of this Master Agreement.

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Article 8. Conflict.

8.1 Conflict.

In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request, in writing, the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

8.2 Revisions to Manuals.

With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Master Agreement by way of the phrase "as may be revised," for the particular Rights of Way Project the Municipality shall comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Rights of Way Project.

Article 9. Review of Municipality's Activities.

The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Rights of Way Project, all activities performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Rights of Way Project so that the DOT may evaluate the Municipality's activities with respect to the Rights of Way Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

Article 10. Term and Termination of the Master Agreement.

10.1 Term. The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

10.2 Termination for Convenience. The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

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10.3 Termination for Cause.

As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days' Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

10.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Rights of Way Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Rights of Way Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.6.

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality shall complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Rights of Way Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 11. Official Notice.

Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

11.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

Master Municipal Agreement for Rights of Way Projects

Mayor
City of Norwalk
City Hall
125 East Avenue
Norwalk, Connecticut 06856

11.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

11.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 12. Indemnification.

The Municipality shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

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(e) The Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance (or self-insurance) to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

(f) This section shall survive the termination of the Master Agreement and shall not be limited by reason of any insurance coverage.

Article 13 Sovereign Immunity.

13.1 No Waiver of the State's Immunities.

Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

13.2 Defense of Suits by the Municipality.

Nothing in this Master Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

Article 14 Governing Law.

The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of

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the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 15 Amendment.

This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

Article 16 Severability.

If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 17 Waiver.

The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 18 Remedies are nonexclusive.

No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 19 Municipally-owned Property.

In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Party responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project. Said properties shall be used for transportation purposes only. This provision will survive the Agreement, the PAL, the completion of the Rights of Way Project and the completion of any related construction project.

Article 20 Entire Agreement.

Master Municipal Agreement for Rights of Way Projects

This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto.

The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By _____
Thomas A. Harley P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

CITY OF NORWALK

By _____
Harry W. Rilling
Mayor

Date: _____

Schedule A
PAL Template

Dear ~~Applicable Designated Municipal Official~~:

Subject: Project Authorization Letter
For the ~~Project Description~~ (Rights of Way Project)

State Project No.
Federal Project No.
Master Agreement No.

On ~~date~~ the State of Connecticut, Department of Transportation (DOT) and the ~~City~~ ~~of~~ ~~NEW BRITAIN~~ (Municipality) entered into the Master Municipal Agreement for Rights of Way Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The ~~[DOT/Municipality]~~ is responsible for the Administration of the Rights of Way Project.

The Rights of Way Project is to provide ~~INTERDISCIPLINARY~~.

The Rights of Way Project is expected to commence on or after _____ and be completed by _____, subject to delays which may be caused by circumstances beyond the control of the DOT or the City/Town.

Funding for the Rights of Way Project is provided under ~~the Federal Aid or State program and associated funding and between DOT and~~ and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is ~~\$100,000~~ ~~NO FUNDING~~ dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT.

The Municipality shall provide a statement that any property acquired or incorporated into the Rights of Way Project shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Way Project and the completion of any related construction project.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Rights of Way Project. The Municipality may advance or begin work on the Rights of Way Project only after it has received from the DOT an Authorization to Award Notice.

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Please indicate your concurrence with the PAL by signing below on or before [Date] and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the DOT's Authorized Representative in hard copy or by facsimile or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project.

If you have any questions please contact [Name], the Project Manager at (860) 594-[Phone].

Very truly yours,

Authorized DOT Representative

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By _____

Date _____

Print Name:

Designated Municipal Official

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PAL ATTACHMENT STATE PROJECT NO. XXX FEDERAL PROJECT NO. XXXX ESTIMATED RIGHTS OF WAY COSTS

(NOTR: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.
2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as Schedule C.
3. **Suspension or Debarment.** The Municipality shall not allow suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors to submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
4. **Certification.**
 - A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(ii) of this certification; and

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(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

C. The Municipality shall insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** As a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at Schedule D, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-

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LLL) available at the Office of Budget and Management's website at <http://www.whitehouse.gov/omb/grants/forms/>, in accordance with its instructions. If applicable, Form SI-LLL shall be completed and submitted with the Master Agreement.

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

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

7. **Americans with Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

8. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit

Master Municipal Agreement for Rights of Way Projects

Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State reserves the right to audit or review any records/workpapers of the CPA pertaining to the Master Agreement.

9. When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Specific Equal Employment Opportunity Responsibilities" ("SEEOR"), dated 2010, attached at Schedule E, as may be revised, as a material term of any contracts/agreements it enters into with Municipality Parties and shall require the Municipality Parties to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with Municipality Parties and require that the Municipality Parties attach the SEEOR to its subcontracts.



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

For questions, contact the Ethics Compliance Officer's Designee:

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, i.e., those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (i.e., to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of

the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any

bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Comm. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

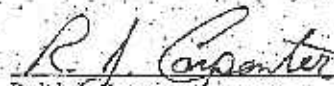
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Schedule D

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FEWA, FEA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Schedule E

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (2010)

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

- Contractors and Subcontractors
- Consultants and Subconsultants
- Suppliers of Materials and Vendors (where applicable)
- Municipalities (where applicable)
- Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Subcontracting:

a) The Company will use his/her best efforts to solicit bids from and to utilize minority

Schedule F

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

4. Records and Reports:

a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form MIIWA 1409.

